



Health Services
LOS ANGELES COUNTY

**Los Angeles County
Board of Supervisors**

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Interim Director

Gail V. Anderson, Jr., M.D.
Interim Chief Medical Officer

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August 10, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT TO AN AGREEMENT FOR CLINICAL
DOCUMENTATION SYSTEM AT LAC+USC MEDICAL CENTER
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

CIO RECOMMENDATION: APPROVE APPROVE WITH
MODIFICATIONS DISAPPROVE

SUBJECT

Request approval of an Amendment to extend the term of the Agreement and implement a software upgrade for the Eclipsys Clinical Documentation System at LAC+USC Medical Center.

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Interim Director of Health Services (Interim Director), or his designee, to execute Amendment No. 4 to Agreement No.H-700225 with Eclipsys Corporation (Eclipsys) to extend the term of the Agreement for the period September 1, 2010, through August 31, 2015, to provide for an additional 40 Intensive Care Units (ICU) beds, and implement a software upgrade, effective on Board approval, for the Clinical Documentation System utilized in the ICUs at LAC+USC Medical Center (LAC+USC), with a net increase of \$9,217,229 to the Contract Sum for the five-year extension for a revised total Contract Sum of \$16,862,168 for the entire Agreement term.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendation will allow the Interim Director to execute an Amendment, substantially similar to Exhibit I, with Eclipsys to extend the term of the current Agreement for five years, add 40 Intensive Care Units (ICU) beds, and implement an upgrade of the current software to a

newer software version called Sunrise Critical Care. The current Agreement expires August 31, 2010. Pursuant to the Agreement, Eclipsys currently provides hardware maintenance, software licenses for 150 ICU beds, and 24/7 technical support, including on-site support services. The software automatically transfers patient data from bedside monitors into the patient's chart for adult, and pediatric intensive-care units. The existing System (Emtek) software is outdated and Eclipsys has given the Department of Health Services (DHS) notice that the Emtek software will no longer be supported by Eclipsys past the recommended upgrade implementation period.

The additional 40 ICU beds are necessary so there is complete ICU coverage in the LAC+USC Medical Center and there will be no gaps for required intensive care services.

The System upgrade to Sunrise Critical Care Software provides new features and functions that will allow LAC+USC to enhance medical safety. The upgraded system can leverage existing LAC+USC software investments by interfacing with Pharmacy, Radiology and Laboratory systems, thereby eliminating the cost of requiring the complete replacement of the clinical systems.

In exchange for the five-year extension of the current Agreement, Eclipsys offered substantial discounts for software and services which are applied throughout the Agreement term with a professional services discount of \$120,000; post-activation site support discount of \$441,000; and additional discounts (25,000 Annual Inpatient Discharges and 75,000 Annual Outpatient Visits) valued at \$226,000 for no additional cost.

DHS is recommending the five-year extension in lieu of conducting a competitive solicitation for a replacement System as it would result in additional costs at a time when the Department's Information Technology (IT) resources are limited, and there would be significant costs to replace Eclipsys with a contractor unfamiliar with LAC+USC's operations. LAC+USC clinical staff reviewed other vendors' clinical systems and determined that they have fewer features and functions than the current Eclipsys software. For these reasons, upgrading to Sunrise Critical Care was determined to be more advantageous to the patients served by LAC+USC.

Eclipsys currently provides staff for on-site System maintenance support. After implementation of the Sunrise Critical Care upgrade, LAC+USC IT staff will assume responsibility for day-to-day System maintenance including system hardware support. Eclipsys will continue to provide on-site personnel for six months after implementation to insure a smooth transition. By assuming this function, LAC+USC will eliminate the risk exposure of being dependent on contractor staff and realize estimated cost savings of \$30,000 per month for a total cost savings of \$1,400,000 over the term of the Agreement.

Implementation of Strategic Plan Goals

The recommended action supports Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The proposed net increase is \$9,217,229 for the period of September 1, 2010 through August 31, 2015. Attachment A shows the Agreement costs by fiscal year (FY) for the recommended extension period.

Funding is included in DHS' FY 2010-11 Adopted Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The equipment and software was initially procured through a competitive solicitation process released by the County's Internal Services Department in 1989 on behalf of LAC+USC. Since April 1999, your Board has approved agreements and amendments with Eclipsys to provide hardware and software upgrades, hardware maintenance, and software support and services for the System at LAC+USC on three occasions.

On February 17, 2004, your Board approved sole source Agreement No. H-700225 with Eclipsys to continue to provide hardware maintenance, and software and technical support services in connection with the System for the period March 1, 2004 through February 28, 2007.

On January 4, 2005, your Board approved Amendment No. 1 which implemented the System in the Pediatric Intensive Care Unit at LAC+USC.

On November 28, 2006, your Board approved Amendment No. 2 to expand the System by adding 94 beds, for a total of 150 ICU beds, and providing the option to further add 40 ICU beds to the System at a later date.

On February 2, 2010, your Board approved Amendment No. 3 to extend the term of the Agreement through June 30, 2010, and authorized the Interim Director to further extend the term of the Agreement on a month-to-month basis, through August 31, 2010, to allow additional time to negotiate the terms and conditions for an upgrade of the System.

The recommended Amendment also includes provisions for background and security checks for all of the Contractors' on-site staff and the recently adopted Defaulted

Property Tax Reduction Program. The Agreement may be terminated for convenience by the County upon 30 days' prior written notice.

The Amendment also contains provisions to protect the County in the event of deficient performance and/or breach of warranties by an assessment of credits against maintenance for failure to correct deficiencies timely and a ten percent holdback on all deliverables which will be paid in 26 monthly installments after County's acceptance of the system upgrade.

County Counsel has approved Exhibit I as to form. The Chief Information Officer concurs with the Department's recommendation and that office's analysis is attached (Attachment B).

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of Amendment No. 4 will upgrade the system for automated vital sign monitoring and charting for critically ill patients and expand its use at LAC+USC.

Respectfully submitted,



John F. Schunhoff, Ph.D.
Interim Director

Reviewed by:



Richard Sanchez
Chief Information Officer

JFS:pm
Eclipsys Amendment #4 BL

Attachments (3)

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

**ECLIPSYS CLINICAL DOCUMENTATION SYSTEM
AMENDMENT NO. 4
COSTS BY FISCAL YEAR**

Deliverables	Fiscal Yr 2010-11	Fiscal Yr 2011-12	Fiscal Yr 2012-13	Fiscal Yr 2013-14	Fiscal Yr 2014-15	Fiscal Yr 2015-16 (2 months)	Total
Hardware							
	\$1,151,760	N/A	N/A	N/A	N/A	N/A	\$1,151,760
Current EMTEK support							
	\$934,430	\$280,329	N/A	N/A	N/A	N/A	\$1,214,759
Upgrade System Fee & Support							
	\$459,630	\$1,055,262	\$982,596	\$982,596	\$982,596	\$147,932	\$4,610,612
Implementation & Integration							
	\$187,446	\$384,090	\$403,044	\$206,400	N/A	N/A	\$1,180,980
Third Party One Time License Fee							
	\$404,890	N/A	N/A	N/A	N/A	N/A	\$404,890
Training							
	N/A	\$152,200	N/A	N/A	N/A	N/A	\$152,200
Travel							
	\$138,552	\$69,276	N/A	N/A	N/A	N/A	\$207,828
Pool Dollars							
	\$100,862	\$15,150	\$59,394	\$59,394	\$59,400	N/A	\$294,200
Total	\$3,377,570	\$1,956,307	\$1,445,034	\$1,248,390	\$1,041,996	\$147,932	
Project Grand Total							\$9,217,229

N/A = Not Applicable.

CIO ANALYSIS

AMENDMENT NO. 4 TO AGREEMENT H-700225 WITH ECLIPSYS CORPORATION FOR SOFTWARE LICENSES, PROFESSIONAL SERVICES AND MAINTENANCE OF CLINICAL DOCUMENTATION SYSTEM

CIO RECOMMENDATION: APPROVE APPROVE WITH MODIFICATION
 DISAPPROVE

Contract Type:

New Contract Contract Amendment Contract Extension
 Sole Source Contract Hardware Acquisition Other

New/Revised Contract Term: Base Term: 5 Yrs # of Option Yrs 0

Contract Components:

Software Hardware Telecommunications
 Professional Services

Project Executive Sponsor: John F. Schunhoff, Ph.D., Interim Director, Department of Health Services

Budget Information :

Y-T-D Contract Expenditures	\$ 7,644,939
Requested Contract Amount	\$ 9,217,229
Aggregate Contract Amount	\$16,862,168

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved.

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

Department of Health Services (DHS) is requesting authorization to execute Amendment No. 4 to Agreement No. H-700225 with Eclipsys Corporation (Eclipsys) to extend the term of the current Agreement for five (5) years (September 1, 2010, through August 31, 2015) for continued use, upgrade (to a product called the Sunrise Critical Care System), and expansion of a Clinical Documentation System (CDS) used in the Intensive Care Units (ICUs) at the Los Angeles County/USC (LAC+USC) Medical Center. The proposed Amendment will increase the contract sum by \$9,217,229 for a total of \$16,862,168.

Background:

In July 1989, DHS acquired hardware and software for the CDS from Emtek Healthcare CDS, Inc., a division of Motorola, Inc., through a competitive solicitation process (Request for Quotation). Motorola sold Emtek to Eclipsys in 1998.

On February 17, 2004, the Board approved Agreement No. H-700225 with Eclipsys to continue to provide hardware maintenance, software, and technical support services in connection with the CDS for the period March 1, 2004 through February 28, 2007. Subsequently, the Board approved three Amendments to this Agreement.

Project Justification/Benefits:

Eclipsys currently provides CDS hardware maintenance, software licenses for 150 ICU beds, and 24/7 technical support, including on-site support services. CDS software automatically transfers patient data from bedside monitors into the patient's chart for adult and pediatric intensive-care units.

The proposed system upgrade to Sunrise Critical Care Software provides new features and functions that will allow LAC+USC to enhance medical safety. Furthermore, the new system will interface with DHS' Pharmacy, Radiology, and Laboratory systems, thereby, eliminating the cost of potentially requiring the complete replacement of those clinical systems.

Substantial discounts for software and services, which are applied throughout the Agreement term, were secured from Eclipsys as a condition of extending the existing Agreement for five years. This includes:

- Professional services discount of \$120,000;
- Post-activation site support discount of \$441,000; and
- Incorporation of additional discounts (25,000 for Annual Inpatient Discharges and 75,000 for Annual Outpatient Visits) valued at \$226,000.

Project Metrics:

The proposed Amendment contains a significant number of project metrics that will provide DHS with assurances that the product upgrade will operate as represented by the vendor and as expected by DHS. There are also numerous attachments and exhibits included with the Amendment that provide substantial detail regarding what is expected of the product and the vendor, upon which payments to the vendor will be made only when those expectations are met and deliverables are accepted.

Impact on Service Delivery or Department Operations if Proposal Is Not Approved:

If this Amendment is not approved, DHS will continue to operate its soon to be outdated Emtek software for their CDS and will ultimately have to go through an extensive and much more costly process to procure a replacement system.

Alternatives Considered:

No other alternatives were deemed to be financially or operationally viable. In recommending this five-year extension, DHS has determined that conducting a competitive solicitation for a replacement CDS would result in unnecessary additional costs at a time when the Department's resources are severely limited. There would also likely be other, less easily quantified costs incurred if the current system and vendor were to be replaced with a contractor unfamiliar with LAC+USC's operations and with a product with which LAC+USC clinicians and staff are not familiar. Additionally, LAC+USC clinical staff have reviewed other vendors' CDS and determined that they have fewer features and functions than the current Eclipsys software, and therefore, would not be interested in purchasing those systems.

Project Risks:

The project risks are no more or less than any other major system replacement project. However, with well-defined expectations, strict adherence to project schedules of deliverables, and close supervision by DHS of the work being performed by the vendor, those risks will be greatly lessened.

As to the issue of potential security risks posed by the system, Attachment C.2 to the Amendment contains the Information Technology Security Standards with which the vendor will be required to be compliant. The County Chief Information Security Officer has reviewed Attachment C.2 and had determined that those standards are sufficient to adequately protect the County from potential security breaches or violations.

Risk Mitigation Measures:

Eclipsys currently provides staff for on-site system maintenance support. After implementation of the Sunrise Critical Care upgrade, although LAC+USC IT staff will assume responsibility for day-to-day system maintenance, including system hardware support, Eclipsys will continue to provide on-site personnel for six months after implementation to ensure a smooth transition.

By assuming this function, LAC+USC will eliminate the risk exposure of being dependent on contractor staff and realize estimated cost savings of \$30,000 per month for a total cost savings of \$1,400,000 over the term of the Agreement.

Financial Analysis:

The proposed Amendment will increase the contract sum by \$9,217,229 for a total of \$16,862,168. The table details the Amendment cost.

Description	Amount
Hardware	\$ 1,151,760
On-Site Support	1,214,759
Software Upgrade Fee/Software and Maintenance Support	4,610,612
Implementation Services	1,180,980
Third Party Software Fee (one-time)	404,890
Training	152,200
Travel	207,828
Contingency Pool Dollars	294,200
Total	\$ 9,217,229

Funding is included in DHS' FY 2010-11 Proposed Budget and will be requested in future fiscal years, as required.

CIO Concerns:

CIO has no significant concerns about this proposed Amendment.

CIO Recommendations:

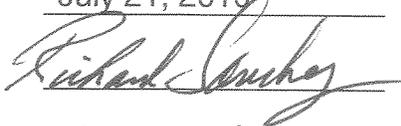
CIO recommends approval of this proposed Amendment.

CIO APPROVAL

Date Received: July 13, 2010

Prepared by: Earl Bradley

Date: July 21, 2010

Approved: 

Date: 7-28-10

ECLIPSYS CORPORATION
ECLIPSYS CLINICAL DOCUMENTATION SYSTEM AGREEMENT
AMENDMENT NO. 4.

This Fourth Amendment to Agreement for Eclipsys Clinical Documentation System at LAC+USC Medical Center (the "Amendment") is entered into and executed as of the ____ day of _____, 2010 by and between the County of Los Angeles ("County") and Eclipsys Corporation, ("Contractor"). County and Contractor are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the County acquired a clinical documentation system (the "System") for the LAC+USC Medical Center (the "Medical Center") pursuant to that certain system purchase agreement dated September 22, 1990 (the "System Purchase Agreement") by and between County, by and through the Medical Center, and Emtek Healthcare Systems, Inc., ("Emtek"), the predecessor-in-interest to Contractor;

WHEREAS, the System Purchase Agreement provided for, among other things, the licensing by County of certain software described therein (the "Licensed Software") required by County for operation of the System;

WHEREAS, under that certain Service and Support Agreement dated January 22, 1990 by and between County, by and through the Medical Center, and Emtek, County acquired certain maintenance and support services with respect to the System;

WHEREAS, Emtek was acquired by Contractor in January of 1998 and was replaced by Contractor at such time with respect to its rights, obligations and duties under the System Purchase Agreement and the Service and Support Agreement;

WHEREAS, on April 27, 1999, County's Board of Supervisors approved that certain Agreement for Eclipsys Clinical Documentation System at the Medical Center (the "1999 Agreement") which provided, among other things, the installation and delivery by Contractor of certain upgrade hardware and software and hardware and software maintenance and support services, in connection with the System;

WHEREAS, on February 17, 2004, County and Contractor entered into that certain Eclipsys Clinical Documentation System Agreement, also known as County Agreement No. H-700225 (the "2004 Agreement") to replace the 1999 Agreement;

WHEREAS, on January 4, 2005, County and Contractor entered into that certain Amendment No. 1 to the 2004 Agreement (the "First Amendment"), which provided for, among other things, revisions to certain County-required provisions of the 2004 Agreement, as well as changes to Exhibits B, C and D of the 2004 Agreement. (The 2004 Agreement, as amended by the First Amendment and including such portions of the System Purchase Agreement, the Service and Support Agreement and the 1999 Agreement as may be currently in effect, is referred to herein as the "Agreement");

WHEREAS, on December 1, 2006, County and Contractor entered into that certain Amendment No. 2 to the 2004 Agreement (the “Second Amendment”), which provided for system expansion, additional Software licenses to cover additional ICU beds, and continued System upgrade, maintenance and support services connected to the system expansion; and

WHEREAS, on February 18, 2010, the County and Contractor entered into that certain Amendment No. 3 to the 2004 Agreement (the “Third Amendment”), which provided for extension of the term of the agreement for the continued maintenance and software support services;

WHEREAS, the term of the Agreement is set to expire on August 31, 2010;

WHEREAS, County wishes to upgrade the System to a new version and obtain necessary Software licenses, as well as to provide continued System upgrade, maintenance and support services in connection with the System, as upgraded; and

WHEREAS, the Parties wish to amend the Agreement to provide for the above-described upgrading of the System and the provision of continuing upgrade, maintenance and support services as described in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants of the Parties set forth herein, the Parties hereby agree as follows:

1. **Definitions.** Paragraph 2.0 (Definitions) of the Agreement is hereby revised to add a new definition 2.21 (Work) to read as follows:

“2.21 Work: As used herein, the term “Work” shall mean any and all tasks, subtasks, Deliverables, goods, services and other work provided, or to be provided, by or on behalf of Contractor pursuant to this Agreement.”

2. **Administration of Agreement—Contractor.** Paragraph 4.0 (Administration of Agreement—Contractor) of the Agreement is hereby amended by adding the following new Subsection 4.4 and 4.5 to read as follows:

“4.4 Contractor’s Staff Identification

- 4.4.1 Contractor, at Contractor’s cost, shall provide all staff assigned to provide services at County’s site under this Agreement a visible photo identification badge in accordance with County specifications. Identification badge specifications may change at the sole discretion of County, and Contractor will be provided new specifications as required. The format and content of the badge is subject to County’s approval prior to Contractor implementing the use of the badge. Contractor’s staff, while on duty or when entering a County facility or its grounds, shall

prominently display the photo identification badge on the upper part of the body.

4.4.2 Contractor shall notify County within one (1) Business Day when staff is terminated from work under this Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County-specified photo identification badge at the time of removal from Work under this Agreement.

4.4.3 If County requests the removal of Contractor's staff and Contractor is responsible to retrieve and immediately destroy Contractor staff's County photo identification badge at the time of removal from onsite work under this Agreement.

4.5 Background and Security Investigations

4.5.1 Contractor staff performing onsite services under this Agreement shall undergo and pass, to the satisfaction of County, a background check as a condition of beginning and continuing Work under this Agreement. County, at County's expense, will conduct background checks on Contractor on-site staff.

4.5.2 County may immediately, in its sole discretion, deny or terminate facility access to any Contractor's staff, including subcontractor staff, who do not pass such background investigation(s) to the satisfaction of County and/or whose background or conduct is incompatible with County's facility access.

4.5.3 Disqualification, if any, of Contractor's staff, including subcontractor staff, pursuant to this Paragraph 4.5 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement."

3. **Products and Services.** Paragraph 5.0 (Products and Services) of the Agreement is amended to add subparagraphs 5.1 (Standard of Services), 5.2 (Unapproved Work) and 5.3 (Approval of Work) to read as follows:

"5.1 Standard of Services

Contractor's services and other work required by this Agreement shall during the term of the Agreement conform to reasonable commercial standards as they exist in Contractor's profession or field of practice. If Contractor's services and other work provided under this Agreement fail to conform to such standards, upon notice from County specifying the failure of performance, Contractor shall, at Contractor's sole expense, provide the applicable remedy as specified in this Agreement, including Exhibit A-1 (Addendum to Statement of Work), Exhibit B-2 (Equipment Requirements) and Exhibit C-1.1 (Software Service and Support).

5.2 Unapproved Work

If Contractor provides any tasks, subtasks, Deliverables, goods, services or other Work to County other than those specified in this Agreement, or if Contractor provides such items requiring County's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County therefor.

5.3 Approval of Work

All tasks, subtasks, Deliverables, and other Work provided by Contractor under this Agreement must have written approval of Contractor's Project Director as described in this Paragraph 5.3. Upon completion of each Deliverable, Contractor shall fully complete a Task/Deliverable Acceptance Certificate (hereinafter "Acceptance Certificate"), as set forth in Attachment A.3 (Acceptance Certificate), submit it to County's Project manager for his/her review, approval and signature. In the event that County's Project Manager approves such Acceptance Certificate and the Work described therein, County's Project Manager will then sign such Acceptance Certificate and forward it to County's Project Director for his/her review, approval and signature. Each Acceptance Certificate must have the approval of County's Project Director, as evidenced by County's Project Director's signature on the applicable Acceptance Certificate before Contractor can invoice for payment. In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Work not approved by County in accordance with this Paragraph 5.3. For clarity, Contractor is not obligated to provide any tasks, subtasks, Deliverables, and other Work that is out of scope or necessitated by the failure of any Contractor assumptions, and County is not required to pay, unless and until the parties enter into a written amendment memorializing the terms and fees for such tasks, subtasks, Deliverables, and other Work."

4. **Term.** Paragraph 7.0 (Term) of the Agreement is hereby deleted in its entirety, and shall be replaced by the following new Paragraph 7.0 (Term) to read as follows:

"7.0 **TERM:** The term of this Agreement shall commence on February 17, 2004 and shall continue through August 31, 2015, unless earlier terminated as provided for under the terms of the Agreement."

5. **Contract Sum.** The following Paragraph 8.0 (Contract Sum) of the Agreement is hereby deleted in its entirety and shall be replaced by the following new Paragraph 8.0 (Contract Sum) to read as follows:

"8.0 **CONTRACT SUM:** The Contract Sum under the terms of this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the work, products and services specified under this Agreement. The total Contract Sum inclusive of all applicable taxes, shall not exceed Sixteen Million,

Eight Hundred Sixty-Two Thousand, One Hundred Sixty-Eight Dollars (\$16,862,168) for the term of this Agreement.

- 8.1. **Pool Dollars.** Exhibit D-2 (Pricing and Billing Schedule) includes the aggregate pool dollars available for transportation charges and Change Notices or for the purchase by County of additional services, as described below (“Pool Dollars”). Contractor acknowledges that, as of the Effective Date, no Change Notices have been executed and no additional services have been requested by County.
- 8.2. **Transportation Charges.** The amounts set forth on Exhibit D-2 (Pricing and Billing Schedule) include all amounts necessary for County to reimburse Contractor for all applicable transportation charges related to its performance of services procured by County from Contractor under the terms of this Agreement, in accordance with the current County travel policies. Such transportation charges shall utilize available Pool Dollars, and in no event shall County be liable or responsible for reimbursement of any transportation charges associated with such procurement except as expressly set forth on Exhibits A-1 (Addendum to Statement of Work) and/or D-2 (Pricing and Billing Schedule). Contractor will be solely liable and responsible for, and shall pay such transportation charges directly to the applicable carriers.
- 8.3 **Additional Services.** From time-to-time during the term of this Agreement, as may be requested by the County Project Director by and through a written and executed Change Notice Request (“Change Notice”) authorized, Contractor may provide to County additional services (any and all such services, “Additional Services”) such as: (a) customizations, programming, enhancements, modifications, and/or interfaces to the Software and/or the System, in each case, in order to create new functionality not provided by Contractor and not anticipated for any pending or future update or upgrade, (b) customizations, programming, enhancements, modifications, and/or interfaces not required of Contractor in order to deliver the Software or included as part of support, (c) additional maintenance and operations support, technical support, training, and/or integration services beyond those required pursuant to Exhibit A-1 (Addendum to Statement of Work), or (d) additional Contractor staff support beyond the amount provided under Exhibit A-1 (Addendum to Statement of Work) during implementation or installation, and additional training beyond what is provided in Exhibit A-1 (Addendum to Statement of Work). Additional Services shall be performed at the applicable hourly rates set forth in Exhibit D-2 (Pricing and Billing Schedule). Such additional services shall utilize available Pool Dollars, and in no event shall County be obligated to pay in excess of the then available Pool Dollars for such additional services, nor shall Contractor be required to perform any additional services for which there are no Pool Dollars available to pay Contractor for such additional services.”

6. **Invoices and Payments.** Paragraph 11.0 (Invoices and Payments) of the Agreement is hereby deleted in its entirety, and shall be replaced by the following new Paragraph 11.0 (Invoices and Payments) to read as follows:

“11.0 INVOICES AND PAYMENTS

11.1 INVOICES

Contractor shall invoice County (1) for Deliverables and license fees due in accordance with Exhibit D-2 (Pricing and Billing Schedule) upon Contractor's completion and County's written approval of billable Deliverables; and (2) for all Additional Services, on a per Change Notice basis by payment of the actual price expended by Contractor for the provision of additional Services, not to exceed the Pool Dollars quoted for such services following Contractor's completion and County's written approval thereof.

11.1.1 Submission of Invoices

Contractor's invoice shall include the charges owed to Contractor by County under the terms of this Agreement as provided in Exhibit D-2 (Pricing and Billing Schedule). All invoices and supporting documents under this Agreement shall be submitted (in triplicate) to the following address:

LAC+USC Medical Center
Expenditure Management
P.O. Box 861749
Los Angeles, CA 90086-1749

11.1.2 Invoice Details

Each invoice submitted by Contractor shall indicate the following:

1. Agreement Name and Number;
2. The tasks, subtasks, Deliverables, goods, services or other Work for which payment is claimed.
3. The price of such tasks, subtasks, deliverables, goods, services or other Work calculated based on the pricing terms set forth in Exhibit D-2 (Pricing and Billing Schedule) or any Change Notice, as applicable.
4. The date of written approval of the tasks, subtasks,

deliverables, goods, services or other Work by County's Project Director;

5. Indication of any applicable withhold or holdback amounts for payments claimed or reversals thereof;
6. Indication of any applicable credits due County under the terms of this Agreement or reversals thereof;
7. A copy of all applicable Acceptance Certificates signed by County's Project Director and County's Project Manager; and
8. Any other mutually agreed upon information requested by County's Project Director.

11.1.3 Approval of Invoices

All invoices submitted by Contractor to County for payment shall have County's written approval as provided in this Paragraph 11.0, which approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written approval.

11.1.4 Invoice Discrepancies

County's Project Director will review each invoice for any discrepancies and will, within thirty (30) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. If County's Project Director does not receive a written explanation for the charges within such thirty (30) day period, Contractor and County will submit to the Dispute Resolution Procedure.

All County correspondence relating to invoice discrepancies shall be sent by email, followed by hard copy, directly to County's Project Director with a copy to County's Project Administrator at the addresses specified Paragraph 3.0 (Administration of Agreement - County).

11.2 SALES/USE TAX

The Contract Sum shown in Paragraph 8.0 (CONTRACT SUM) shall be deemed

to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all System components provided by Contractor to County pursuant to or otherwise due as a result of this Agreement, including, but not limited to, the product of System maintenance and any optional Work, to the extent applicable. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority.

Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Agreement and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

11.3 PAYMENTS

County will pay all invoice amounts to Contractor within thirty (30) days of receipt of invoices that have not been disputed in accordance with Paragraph 11.1.4 (Invoice Discrepancies) above. County's failure to pay within the thirty (30) day period, however, shall not be deemed as automatic invoice approval or Acceptance by County of any deliverable for which payment is sought.

11.4 COUNTY'S RIGHT TO WITHHOLD PAYMENT

Notwithstanding any other provision of this Agreement, and in addition to any rights of County given by law or provided in this Agreement, County may upon written notice to Contractor withhold payment for any deliverable while Contractor, with no fault of County, is in default hereunder or default related to Work.

11.5 HOLDBACKS

County will hold back ten percent (10%) of the amount of Deliverable invoices, including invoices for System implementation. County will hold back DELIVERABLE 23.0 – POST ACTIVATION HOLDBACK DISTRIBUTION for System implementation and integration fees excluding those containing License Fees, Third Party Fees and Hardware Fees, as specified in Exhibit D-2 (Pricing and Billing Schedule) submitted by Contractor under this Agreement and approved by County pursuant to Paragraph 11.1 (INVOICES). The amount of such holdbacks shall be due and payable in 26 installment payments to Contractor after Acceptance of Deliverable 12.0 (Successfully Completes Acceptance Test).”

7. Indemnification and Insurance Requirements. Paragraph 17.0 (Indemnification and Insurance Requirements) shall be replaced in its entirety by the following new Paragraph 17.0 (Indemnification and Insurance) to read as follows:

“17.0 INDEMNIFICATION AND INSURANCE:

17.2 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

17.3 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until the expiration of the Term of the Agreement, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 17.2 and 17.3 of this Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

17.3.1 **Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days after Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized

representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, Director
Contract Administration & Monitoring

And

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Division
5555 Ferguson Drive, Suite 210
Commerce, CA 90022

Contractor also shall promptly report to County any injury or property damage accident or incident relating to services performed under the Agreement which may result in the filing of a claim or a lawsuit against Contractor and/or County, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor under the terms of this Agreement. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to

this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

17.3.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

17.3.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

17.3.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement.

17.3.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

17.3.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims

related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

17.3.7 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

17.3.8 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

17.3.9 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

17.3.10 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

17.4 INSURANCE COVERAGE

17.4.1 Commercial General Liability insurance (providing scope of

coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

17.4.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

17.4.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

17.4.3 **Professional Liability/Errors and Omissions** Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation."

8. **Termination for Convenience.** The following sentence is hereby added to the end of Section 31.4(c) (Termination for Convenience): "For the avoidance of doubt, County must pay for all work, services, license fees, support fees, and other fees owing Contractor at the rates set forth in the Agreement (subject to any applicable adjustments) up and through the date of termination."

9. **Notices.** Paragraph 34.0 (Notices) of the Agreement is hereby deleted in its entirety, and shall be replaced by the following new Paragraph 34.0 (Notices) to read as follows:

"34.0 NOTICES:

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified United States mail, postage prepaid, or (3) by overnight courier. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) Days after deposit in the United States mail as set forth above, or on the date of delivery by the overnight courier. Addresses may be changed by either party giving ten (10) Days prior written notice thereof to the other party.

Director shall have the authority to issue all notices or demands which are required or permitted by County under this Agreement.

To County: (1) Information Services Department
LAC+USC Medical Center
1100 N. State Street, Clinic Tower, 6th Floor, A6D
Los Angeles, California 90033
Attention: Oscar Autelli

(2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-- East
Los Angeles, California 90012
Attention: Kathy Hanks. Administrator

To Contractor: (1) Christopher Caramanico
Senior Vice President, Sales
Eclipsys Corporation
3 Ravinia Drive, 10th Floor
Atlanta, GA 30346

(2) Eclipsys Corporation
3 Ravinia Drive, 11th Floor
Atlanta, GA 30346
Attention: General Counsel"

10. **License Terms.** Paragraph 65.0 (License Terms) of the Agreement is hereby amended by including the following new paragraphs to read as follows:

"65.2.6 **Additional Contractor Software.** For the fees identified in this Amendment and subject to County's payment thereof, Eclipsys agrees to provide (a) a license to the Contractor-owned Software licensed under this Amendment (the

“Additional Contractor Software”) and the associated Documentation for use at the Facility in accordance with the terms of Amendment No. 2 to the Agreement for Eclipsys Clinical Documentation System at LAC+USC Medical Center (“Amendment No. 2”) and (b) support services during the Term for the Additional Contractor Software in accordance with Exhibit C-1.1 to the Agreement, as amended by Amendment No. 2. County has not other license or other rights to the Additional Contractor Software than those set forth in Section 65.2 of the Agreement, as amended by Amendment No. 2.

65.2.7 **License for Third Party Software.** For the fees identified in this Amendment and subject to County’s payment thereof, Contractor agrees to (a) provide licenses to the third party software specified therein (the “Third Party Software”) for use at the Facility in accordance with the terms of Amendment No. 2 and (b) support services during the Term for the Third Party Software in accordance with Exhibit C-1.1 to the Agreement (as amended by Amendment No. 2). The license term for the Third Party Software is co-terminus with the Term. County’s use of the Third Party Software is subject to the terms of the end-user license agreements set forth on Exhibit B-3.

65.2.8 **ObjectsPlus.** The Additional Contractor Software may include Contractor’s ObjectsPlus™ and/or other features designed to permit County to develop content templates, application decision rules, software applications, and/or software interfaces. County must comply with Contractor’s disclosed rules with respect to such items and any such items that are based on or include proprietary content or software code of Contractor or its third party vendors shall constitute derivative works of the corresponding software.

65.2.9 **Ownership.** The Additional Contractor Software, Third Party Software, Documentation, derivative works and modifications thereof, and intellectual property rights related to any of the foregoing shall constitute Contractor’s Proprietary Information in accordance with Section 21.1 of the Agreement.

65.2.10 **Contractor License.** County grants Contractor a license to use County’s property as necessary to perform its obligations under the Agreement.”

11. **Contractor’s Warranty of Compliance with County’s Defaulted Property Tax Reduction Program.** The following new Paragraph 68.0 (Contractor’s Warranty of Compliance with County’s Defaulted Property Tax Reduction Program) shall be inserted immediately following Paragraph 67.0 (Release for Uncontrollable Acts) of the Agreement to read as follows:

“68.0 CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

68.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and

unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

68.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.”

12. **Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program.** The following new Paragraph 69.0 (Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program) shall be inserted immediately following Paragraph 68.0 (Contractor’s Warranty of Compliance with County’s Defaulted Property Tax Reduction Program) of the Agreement to read as follows:

“69.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:
Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 68.0 - Contractor’s Warranty of Compliance with County’s Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.”
13. **Most Favored Public Entity.** Paragraph 40.0 (Most Favored Public entity) of the Agreement is hereby deleted in its entirety.
14. **Addendum to Statement of Work.** Exhibit A-1 (Addendum to Statement of Work) of the Agreement shall be deleted in its entirety and replaced by a new Exhibit A-1 (Addendum to Statement of Work), a true and correct copy of which is attached hereto and incorporated herein by this reference.
15. **Implementation Scope and Timeline.** Attachment 1 (Schedule of Deliverables and Payments) to Exhibit A-1 (Addendum to Statement of Work) shall be deleted in its entirety and replaced by a new Attachment 1 (Implementation Scope and Timeline), a true and correct copy of which is attached hereto and incorporated herein by this reference.
16. **Task/Deliverable Acceptance Certificate.** Attachment 3 (Task/Deliverable Acceptance Certificate) to Exhibit A-1 (Addendum to Statement of Work) shall be deleted in its entirety and replaced by a new Attachment 3 (Task/Deliverable Acceptance Certificate), a true and correct copy of which is attached hereto and incorporated herein by this reference.

17. **Change Notice Request.** Attachment 4 (Change Notice Request) to Exhibit A-1 (Addendum to Statement of Work) shall be deleted in its entirety and replaced by a new Attachment 4 (Change Notice Request), a true and correct copy of which is attached hereto and incorporated herein by this reference.
18. **Equipment Requirements.** Exhibit B-2 (Equipment Requirements) of the Agreement shall be deleted in its entirety and replaced by a new Exhibit B-2 (Equipment Requirements), a true and correct copy of which is attached hereto and incorporated herein by this reference.
19. **Third Party Software.** A new Exhibit B-3 (Third Party Software), a true and correct copy of which is attached hereto and incorporated herein by this reference, shall hereby be attached to the Agreement and become part thereof.
20. **Software Services and Support.** Exhibit C-1.1 (Software Services and Support) of the Agreement shall be deleted in its entirety and replaced by a new Exhibit C-1.1 (Software Services and Support), a true and correct copy of which is attached hereto and incorporated herein by reference.
21. **Remote Database and System Administration.** A new Exhibit C-2 (Remote Database and System Administration), a true and correct copy of which is attached hereto and incorporated herein by this reference, shall hereby be attached to the Agreement and become part thereof.
22. **Pricing and Billing Schedule.** Exhibit D-2 (Pricing and Billing Schedule) of the Agreement shall be deleted in its entirety and replaced by a new Exhibit D-2 (Pricing and Billing Schedule), a true and correct copy of which is attached hereto and incorporated herein by this reference.
23. Except as otherwise provided under this Amendment, the Agreement, as previously amended, and including all preambles and recitals set forth herein and therein, shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Interim Director of Health Services, and Contractor has caused this Agreement subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunoff, Ph.D.
Interim Director of Health Services

ECLIPSYS CORPORATION
Contractor

By _____
Signature

By _____
Printed Name

Title _____

APPROVED AS TO FORM:

Andrea Sheridan Ordin
County Counsel

By _____
Jose Silva

Principal Deputy County Counsel

Exhibit A-1 –Addendum to Statement of Work

OVERVIEW:

Under the Agreement, the Contractor provided the System for the LAC+USC Medical Center and related implementation, hardware maintenance, software and technical support services, certain Third Party Software licenses, full time on-site technical support and remote services for the System.

Under this Addendum to the Statement of Work, the Contractor will provide software maintenance and on-site support and remote services for the current System until it has been upgraded to the Additional Contractor Software and the additional Third Party Software (collectively, the “Upgrade Software”). All System hardware (servers), operating system software will be acquired and/or upgraded and will be maintained by the County.

The Agreement will also require the Contractor to provide upgrade services to implement the then-current release of the Upgrade Software.

All Deliverables specified herein shall provided subject to and in accordance with the scope document and the Project Plan

TASKS AND DELIVERABLES:

TASK 1.0 - FORMULATION OF PROJECT PLAN

Contractor shall provide project management support for the project. Contractor and County will mutually work together in the implementation of the Upgrade Software.

DELIVERABLE 1.0 - PROJECT PLAN

1.1. Contractor Project Manager shall work with the County Project Manager to develop a detailed Project Plan (“Microsoft Project Work Plan”) and prepare for the installation of the Upgrade Software.

1.2. Contractor will review-identify configuration changes for the Upgrade Software core features and provide guidance during configuration.

1.3 Contractor shall provide documentation of their upgrade efforts, and any recommendations made during the course of this Statement.

1.4 Within 60 days of the effective date of the Amendment Contractor shall provide a detailed written Project Plan and shall be subject to the approval of the County Project Manager within 14 Working Days.

1.5 In addition to the foregoing, Contractor shall provide County with a written status report every two (2) weeks or as required by County, which shall include, but not be limited to a status against the Project Plan, issues, comments and recommendations.

TASK 2.0 - EQUIPMENT (“SYSTEM HARDWARE”) DELIVERY, INSTALLATION, AND BURN-IN

Contractor shall deliver, install and configure all Equipment which supports the planned 190 critical care beds.

DELIVERABLE 2.0 - EQUIPMENT DELIVERY, INSTALLATION, AND BURN-IN

Contractor shall deliver, install and configure all Equipment which supports the planned 190 critical care beds. Contractor shall provide written documentation that Hardware and System software are free of material defects.

TASK 3.0 - EQUIPMENT AND UPGRADE SOFTWARE INSTALLATION VALIDATION

Contractor shall install, configure, and validate Upgrade Software.

DELIVERABLE 3.0 - EQUIPMENT AND UPGRADE SOFTWARE INSTALLATION VALIDATION

Contractor shall provide written validation of the installation and configuration of Upgrade Software and its readiness for implementation.

TASK 4.0 - IMPLEMENTATION AND CONFIGURATION OF UPGRADE SOFTWARE

Contractor, with County's assistance, shall implement, configure the then-current version of the Upgrade Software in accordance with the scope document and the Project Plan. The intended purpose of this upgrade is to allow the existing System to support 190 critical care beds.

DELIVERABLE 4.0 - IMPLEMENTATION AND CONFIGURATION OF UPGRADE SOFTWARE

Contractor, with County's assistance, shall implement and configure the Upgrade Software specified in Exhibit B-2 (Equipment Requirements) in accordance with the scope document and the Project Plan.

Contractor and County jointly shall verify delivery of the Upgrade Software functionality by conducting a software acceptance test on the Upgrade Software. County shall provide Contractor with feedback in accordance with guidelines set forth in the TASK 12.0 System Testing and Validation, of this Exhibit A-1, Statement of Work.

TASK 5.0 – TRANSITION OF ACTIVE PATIENT DATA TO UPGRADE SYSTEM

Contractor shall transition active patient data to the Upgrade System.

DELIVERABLE 5.0 – TRANSITION OF ACTIVE PATIENT DATA TO UPGRADE SYSTEM

Contractor shall transition active patient data to the Upgrade System.

TASK 6.0 - IMPLEMENTATION OF AFFINITY HEALTHCARE INFORMATION SYSTEM (AFFINITY HIS) ADMISSION, DISCHARGE, AND TRANSFER (ADT) INTERFACE TO THE UPGRADE SOFTWARE

Contractor shall implement, in accordance with the scope document and the Project Plan, a HL7 ADT bi-directional interface between the Upgrade Software and County's interface engine for purposes of County interfacing to County's Affinity HIS systems.

DELIVERABLE 6.0 - IMPLEMENTATION OF AFFINITY HIS ADMISSION, DISCHARGE, AND TRANSFER (ADT) INTERFACE TO THE UPGRADE SOFTWARE

Contractor shall implement, in accordance with the scope document and the Project Plan, a HL7 ADT bi-directional interface between the Upgrade Software and County's interface engine for purposes of County interfacing to County's Affinity HIS systems. County shall provide Contractor with feedback in accordance with guidelines set forth in the System Testing and Validation, TASK 12.0 of this Exhibit A-1, Statement of Work

DELIVERABLE 6.1 - SIGN-OFF OF INTERFACE SPECIFICATION

DELIVERABLE 6.2 - DELIVERY OF INTERFACE

DELIVERABLE 6.3 - ACCEPTANCE OF INTERFACE

TASK 7.0 - IMPLEMENTATION OF INTERFACE BETWEEN QUADRAMED QUANTIM MODULES AND THE UPGRADE SOFTWARE

Contractor shall implement, in accordance with the scope document and the Project Plan, a County defined HL7 uni-directional interface between the Upgrade Software County's interface engine for purposes of County interfacing to County's QuadraMed_Quantim Modules.

DELIVERABLE 7.0 - IMPLEMENTATION OF INTERFACE BETWEEN QUADRAMED QUANTIM MODULES AND THE UPGRADE SOFTWARE

Contractor shall implement, in accordance with the scope document and the Project Plan, a County-defined HL7 uni-directional interface between the Upgrade Software and County's interface engine for purposes of County interfacing to County's Affinity HIS systems. County shall provide Contractor with feedback in accordance with guidelines set forth in the TASK 12.0, System Testing and Validation, of this Exhibit A-1, Statement of Work.

DELIVERABLE 7.1 - SIGN-OFF OF INTERFACE SPECIFICATION

DELIVERABLE 7.2 - DELIVERY OF INTERFACE

DELIVERABLE 7.3 - ACCEPTANCE OF INTERFACE

TASK 8.0 - IMPLEMENTATION OF INTERFACE BETWEEN THIRD PARTY DEVICES AND THE ADDITIONAL CONTRACTOR SOFTWARE

Contractor shall implement, in accordance with the scope document and the Project Plan, a County defined HL7 uni-directional interface between the Additional Contractor Software and County's interface engine for purposes of County interfacing to County's Third Party Devices.

DELIVERABLE 8.0 - IMPLEMENTATION OF INTERFACE BETWEEN THIRD PARTY DEVICES AND THE ADDITIONAL CONTRACTOR SOFTWARE

Contractor shall implement, in accordance with the scope document and the Project Plan, a County-defined HL7 uni-directional interface between the Additional Contractor Software and County's interface engine for purposes of County interfacing to County's Third Party devices. County shall provide Contractor with feedback in accordance with guidelines set forth in the TASK 12.0, System Testing and Validation, of this Exhibit A-1, Statement of Work.

DELIVERABLE 8.1 - SIGN-OFF OF INTERFACE SPECIFICATION

DELIVERABLE 8.2 - DELIVERY OF INTERFACE

DELIVERABLE 8.3 - ACCEPTANCE OF INTERFACE

TASK 9.0 - IMPLEMENTATION OF INTERFACE BETWEEN SUNQUEST LABORATORY SYSTEM AND THE UPGRADE SOFTWARE

Contractor shall implement, in accordance with the scope document and the Project Plan, a County defined HL7 uni-directional inbound interface between the Upgrade Software and County's interface engine for purposes of County interfacing to County's Sunquest Laboratory systems.

DELIVERABLE 9.0 - IMPLEMENTATION OF INTERFACE BETWEEN SUNQUEST LABORATORY SYSTEM AND THE UPGRADE SOFTWARE

Contractor shall implement, in accordance with the scope document and the Project Plan, a County-defined HL7 uni-directional inbound interface between the Upgrade Software and County's interface engine for purposes of County interfacing to County's Sunquest Laboratory

systems. County shall provide Contractor with feedback in accordance with guidelines set forth in the TASK 12.0, System Testing and Validation, of this Exhibit A-1, Statement of Work.

DELIVERABLE 9.1 - SIGN-OFF OF INTERFACE SPECIFICATION

DELIVERABLE 9.2 - DELIVERY OF INTERFACE

DELIVERABLE 9.3 - ACCEPTANCE OF INTERFACE

TASK 10.0 - IMPLEMENTATION OF INTERFACE BETWEEN SYNAPSE RADIOLOGY SYSTEM AND THE ADDITIONAL CONTRACTOR SOFTWARE

Contractor shall implement, in accordance with the scope document and the Project Plan, a County defined HL7 uni-directional interface between the Additional Contractor Software and County's interface engine for purposes of County interfacing to County's Synapse Radiology systems

DELIVERABLE 10.0 - IMPLEMENTATION OF INTERFACE BETWEEN SYNAPSE RADIOLOGY SYSTEM AND THE ADDITIONAL CONTRACTOR SOFTWARE

Contractor shall implement, in accordance with the scope document and the Project Plan, a County-defined HL7 uni-directional interface between the Additional Contractor Software and County's interface engine for purposes of County interfacing to County's Synapse Radiology systems. County shall provide Contractor with feedback in accordance with guidelines set forth in the TASK 12.0, System Testing and Validation, of this Exhibit A-1, Statement of Work.

DELIVERABLE 10.1 - SIGN-OFF OF INTERFACE SPECIFICATION

DELIVERABLE 10.2 - DELIVERY OF INTERFACE

DELIVERABLE 10.3 - ACCEPTANCE OF INTERFACE

TASK 11.0 - IMPLEMENTATION OF INTERFACE BETWEEN PSCAS PHARMACY SYSTEM AND ADDITIONAL CONTRACTOR SOFTWARE

Contractor, with County's assistance, shall implement, in accordance with the scope document and the Project Plan, a County defined HL7 bi-directional interface between the Upgrade Software and

County's interface engine for purposes of County interfacing to County's PSCAS Pharmacy systems

DELIVERABLE 11.0 - IMPLEMENTATION OF INTERFACE BETWEEN PSCAS PHARMACY SYSTEM AND THE UPGRADE SOFTWARE

Contractor, with County's assistance, shall implement, in accordance with the scope document and the Project Plan, a County-defined HL7 bi-directional interface between the Upgrade Software and County's interface engine for purposes of County interfacing to County's PSCAS Pharmacy systems. County shall provide Contractor with feedback in accordance with guidelines set forth in the TASK 12.0, System Testing and Validation, of this Exhibit A-1, Statement of Work.

DELIVERABLE 11.1 - SIGN-OFF OF INTERFACE SPECIFICATION

DELIVERABLE 11.2 - DELIVERY OF INTERFACE

DELIVERABLE 11.3 - ACCEPTANCE OF INTERFACE

TASK 12.0 - UPGRADE SOFTWARE ACCEPTANCE TESTING AND VALIDATION

Unless otherwise specified, the general process for conducting each Acceptance Test shall be as follows:

Contractor's Project Manager and County's Project Manager shall mutually agree to a written test plan as the basis for conducting each Acceptance Test. Except as otherwise specified, County will prepare the written test plan.

Contractor shall provide County with written notice that the applicable Upgrade Software component(s) is/are ready to undergo Acceptance Testing.

County, with assistance from Contractor as applicable, shall conduct the particular Acceptance Test in accordance with the process described herein.

County shall document the results of the particular Acceptance Test and indicate either the successful completion of the test or document any Deficiencies.

Upon completion of each Acceptance Test, as documented by County, Contractor shall submit a written concurrence or non-concurrence with test results to County's Project Manager. If Contractor does not concur, Contractor shall specify all items in dispute.

Upon completion of each Acceptance Test, as documented by Contractor, County will submit a written concurrence or non-concurrence with test results to Contractor's Project Manager. If County does not concur, County will specify all items in dispute.

County's Project Manager's written approval that each Acceptance Test satisfies the criteria set forth in the mutually agreed upon test plan shall designate the successful completion of the particular Acceptance Test.

If any Deficiencies are noted by Contractor or County for any Acceptance Test, reporting and correction of all such Deficiencies shall be as follows:

1. County shall document any Deficiencies of the particular Acceptance Test within ten (10) working days of test completion.
2. Contractor shall provide to County, within ten (10) working days of receipt of documented Deficiencies, a written plan and timetable to correct all such Deficiencies or a written description of items in dispute.
3. Contractor's Project Manager and County's Project Manager shall mutually agree to any and all Deficiencies requiring retesting.
4. After Contractor has corrected any and all Deficiencies, Contractor shall notify County in writing within ten (10) working days that the particular Acceptance Test may be repeated.
5. County will notify Contractor in writing within ten (10) working days of completion of each Acceptance Test with no Deficiencies. If there are any Deficiencies, then County may: (1) repeat the process described above to the extent determined by County's Project Manager, (2)

postpone parts of or the entire process described above for selected or all Deficiencies to a later date specified in writing by County's Project Manager, or (3) exercise any of its rights under this Agreement.

DELIVERABLE 12.0 - SUCCESSFULLY COMPLETE ACCEPTANCE TEST

County, with assistance from Contractor, shall perform and successfully complete the Acceptance Test.

County, with assistance and active participation from Contractor will perform an Integrated Functional Performance Test on the Upgrade Software prior to first productive use of the Upgrade Software in a live production environment ("Production Use") and their integration with all bedside monitors. The Integrated Test shall verify that each interface set forth in this Exhibit A-1, materially perform according to the Specifications.

Each Integrated Test shall be conducted as follows:

Contractor shall provide County with its standard software acceptance test plan. County and Contractor will mutually agree on revisions to such test plan for use with the Integrated Test. Such revised test plan shall be the sole basis for the Integrated Test.

The Integrated Test of the Upgrade Software shall commence no later than ten (10) working days following approval of the test plan by Contractor's Project Manager and County's Project Manager and will be conducted for a period of time as described in the Project Plan.

County, with assistance and active participation from Contractor, will document results of each Integrated Test and will identify any and all Deficiencies as measured against the test plan or resulting from testing. Documentation of test results will be provided to Contractor as defined in the mutually agreed upon test plan.

Contractor shall provide to County, within ten (10) working days of receipt of any documented Deficiencies, a written plan and timetable to correct all Deficiencies or a written description of

disputed items. Within ten (10) working days of receipt of Contractor's written plan and timetable, Contractor's Project Manager and County's Project Manager shall mutually agree in writing to a final list of any and all Deficiencies and corrective actions upon which retesting shall be conducted.

County, with assistance from Contractor, will perform retesting and notify Contractor in writing of the outcome of retesting within ten (10) working days of completion of retesting.

In the event that County reasonably determines that all Deficiencies have not been corrected by Contractor, the parts of or the entire cycle of corrective action by Contractor and retesting by County for selected or all Deficiencies shall be repeated at the sole discretion of County's Project Manager.

County will notify Contractor in writing within ten (10) working days of the successful completion of each Integrated Test.

DELIVERABLE 12.1 - SUCCESSFULLY COMPLETE INTEGRATED TEST

County will complete a revised test plan applicable to each Integrated Test. County, with assistance from Contractor, will complete all Integrated Tests.

Contractor shall correct Deficiencies in accordance with the Agreement. County will notify Contractor of completion of each Integrated Test that satisfies the criteria set forth in the mutually agreed upon test plan.

For each County Facility, County will review System performance, reconcile data output, and review material conformance with Documentation for a period of ninety (90) days following Production Use of all Upgrade Software modules in each Phase or Sub-phase of the project as set forth in the Project Plan. For each such Phase or Sub-phase, County will identify all Deficiencies in the test results for such Phase or Sub-phase. County will document and provide evidence of such Deficiencies to Contractor within ten (10) working days following the ninety (90) day testing

period. Contractor shall correct all identified Deficiencies within thirty (30) days, or as otherwise agreed to in writing by Contractor's Project Manager and County's Project Manager.

DELIVERABLE 12.2 - SUCCESSFULLY COMPLETE ACCEPTANCE TEST

County will conduct Acceptance Test and document test results. Contractor shall correct any and all Deficiencies in accordance with this Exhibit A-1. County will notify Contractor in writing of successful completion of each Acceptance Test.

TASK 13.0 - PROVIDE SYSTEM HARDWARE AND SYSTEM SOFTWARE SERVICE AND SUPPORT FOR CURRENT EMTEK SYSTEM

Provide System Hardware and System Software Service and Support for current EMTEK System. Contractor shall provide ongoing System Hardware and System Software service and support for the current EMTEK System until Production Use of the Upgrade Software as detailed in Exhibit C-1.1 (Software Service and Support). Contractor shall have no further support obligations with respect to the EMTEK System and County may use the EMTEK System for query only purposes and otherwise in accordance with the Agreement (including this Amendment), and not to generate, store, modify, or process new transactions.

DELIVERABLE 13.0 - PROVIDE SYSTEM HARDWARE AND SYSTEM SOFTWARE SERVICE AND SUPPORT FOR CURRENT EMTEK SYSTEM

Provide System Hardware and System Software Service and Support for Current EMTEK System:

- a. Contractor shall provide ongoing System Hardware and System Software service and support for the Current System as described in Task 13.0, Provide System Hardware and System Software Service and Support.
- b. Contractor shall provide, a status report on the System Hardware and System Software maintenance activities and Downtime occurrences every month or as otherwise mutually agreed by County's Project Manager and Contractor.

TASK 14.0 - PROVIDE UPGRADE SOFTWARE SERVICE AND SUPPORT

Provide Upgrade Software Service and Support. During the Term of this Agreement, Contractor shall provide Upgrade Software service and support in accordance with Exhibit C-1.1 (Hardware and Software Service and Support).

DELIVERABLE 14.0 - PROVIDE UPGRADE SOFTWARE SERVICE AND SUPPORT

Provide Upgrade Software Service and Support:

- a. Contractor shall provide ongoing Upgrade Software service and support as described in Task 14.0, Provide application Software Service and Support.
- b. Contractor shall provide, a status report on the application Upgrade Software maintenance activities and downtime occurrences every month or as otherwise mutually agreed by County's Project Manager and Contractor.

TASK 15.0 – REMOTE APPLICATION MONITORING AND DBA SERVICES

Contractor shall provide Remote Application Monitoring and DBA Services in accordance with Attachment 1 to Exhibit C (Remote Database and System Maintenance).

DELIVERABLE - 15.0 REMOTE APPLICATION MONITORING AND DBA SERVICES

Contractor shall provide Remote Application Monitoring and DBA Services in accordance with Attachment 1 to Exhibit C (Remote Database and System Maintenance).

TASK 16.0 - CONTRACTOR ON-SITE SUPPORT PERSON(S) [EMTEK]

Contractor shall provide a full time onsite support person(s) functioning as a Systems Engineer to support the existing EMTEK system up to the point that it goes into read only mode (“Onsite Support Services”). The assigned person(s) shall have the experience and training to provide the services required under this TASK 16.0, Contractor On-Site Support Person(s), of Exhibit A-1, Statement of Work.

Onsite Support Services shall include but not be limited to the following:

1. Provide UNIX and network system management and administration and provide support for the day-to-day operations of the System. Perform System administration management tasks as assigned by County.
2. Perform applications and operating software upgrades.
3. Diagnose and resolve problems with the System, and assist with the resolution of network problems.
4. Monitor System performance (hardware utilization including available storage) and perform tasks that would optimize the overall performance of the System.
 - a. Contractor shall provide the County with verbal and written notice when System exceeds the thresholds mutually agreed to by Contractor and County.
 - b. Contractor shall provide the County with verbal and written notice when interface(s) fail to meet operating thresholds mutually agreed to by Contractor and County.
5. Develop tools, processes and reports to assist in streamlining support activities.
6. Install System Hardware, System Software and Application Software, as required.
7. Provide System, Hardware and Software Maintenance and Support Services, which includes accepting calls, and implementing corrective actions for County end-users.

Provide, at the County's Project Manager's direction, implementation support to the Contractor's implementation team.

DELIVERABLE 16.0 - CONTRACTOR ON-SITE SUPPORT PERSON(S) [EMTEK]

Contractor shall provide the On-site Support Person and services detailed in Task 16.0 of this Exhibit A-1, Addendum to Statement of Work.

MANAGEMENT OF ON-SITE SUPPORT PERSONNEL:

County's Project Manager and Contractor's Project Manager shall mutually determine working hours and work days (Monday through Friday) for On-Site Support Personnel. Such work schedule shall include provisions for occasional Saturday and Sunday as required during the term of this Agreement.

County's Project Manager with notice to the Contractor's Project Manager shall determine any request for alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day-40 hour week schedule. Any changes from existing work schedules will be based on the needs for services as determined by County.

The On-Site Support Person(s) shall report directly to County's Project Manager for day-to-day activities. County's Project Manager will provide Contractor's Project Manager a monthly assessment, unless otherwise mutually agreed, of Contractor's On-Site Support Personnel.

TASK 17.0 – OPTIONAL CONTRACTOR ONSITE SUPPORT SERVICES FOR UPGRADE SOFTWARE

Contractor shall provide a full time onsite support person(s) to support the Upgrade System for six months to support post activation Upgrade Software configuration, report modifications, order set changes, and other tasks similar to Deliverable 4.0 of this Exhibit.

MANAGEMENT OF ON-SITE SUPPORT PERSONNEL:

County's Project Manager and Contractor's Project Manager shall mutually determine working hours and work days (Monday through Friday) for On-Site Support Personnel. Such work schedule shall include provisions for occasional Saturday and Sunday as required during the term of this Agreement.

County' Project Manager with notice to the Contractor's Project Manager shall determine any request for alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day-40 hour week schedule. Any changes from existing work schedules will be based on the needs for services as determined by County.

The On-Site Support Person(s) shall report directly to County's Project Manager for day-to-day activities. County's Project Manager will provide Contractor's Project Manager a monthly assessment, unless otherwise mutually agreed, of Contractor's On-Site Support Personnel.

DELIVERABLE 17.0 - OPTIONAL CONTRACTOR ONSITE SUPPORT SERVICES FOR UPGRADE

Contractor shall provide a full time onsite support person(s) for six months to support post activation Upgrade Software configuration, report modifications, order set changes, and other tasks similar to Deliverable 4.0 of this Exhibit.

TASK 18.0 – PROVIDE REMOTE SUPPORT SERVICES ACTIVITIES

Remote Services comprises of two sets of activities and responsibilities, Remote Services and backup onsite support. Remote Services coverage will take place every day whereas backup onsite support is for backup coverage for the On-Site person after regular daily work schedule, during annual vacation(s) and any mandatory training periods.

Remote Support Services will consist of first-level support, which involves accepting calls and providing support to County's end-users. Additionally, part of Remote Support Services is to relieve the on-site person from being continuously on-call after regular daily work schedule.

Remote Support Services shall include but not be limited to the following:

CONTRACTOR shall provide system administration services for the System via remote services.

CONTRACTOR will assign, at its remote site, suitable personnel to monitor key system parameters at given intervals as specified in Table I (Remote Services Functions) of this Exhibit A-1, Statement of Work.

CONTRACTOR will take all necessary measures to correct system errors and will implement steps to avoid problem situations as detected during monitoring activities. System backups and database archiving will be performed at regular intervals.

In the event of hardware failure, CONTRACTOR will request the applicable hardware Service Provider to perform the necessary maintenance as described in Exhibit C-1.1 (Software Service and Support). COUNTY will provide CONTRACTOR with the necessary access to the system including remote dial-up connectivity and root level password, to facilitate the performance of the tasks set forth in Table I (Remote Services Functions) of this Exhibit A-1, Statement of Work.

TABLE I REMOTE SERVICES FUNCTIONS

<u>FUNCTIONS</u>	<u>FREQUENCY</u>
Monitor Disk Space	Daily
Monitor TE status	Three (3) Times Daily
Monitor Disk Access	Daily
Review SA Log List	Daily
Review Standard Error Log	Daily
Monitor Interface Status	Two (2) Times weekly
Monitor Displays	Weekly
Monitor D Message	Daily
Monitor Performance	Daily
Monitor Network	Daily
Monitor Printers and Printing Queues	Daily
Monitor UPS/UPS	Daily
Dispatch Hardware Services	As Required
Perform System Backup	Weekly
Perform DB Archive	Monthly
System Wide Reboot	Quarterly
Status Report	Monthly
Check System Time	Monthly

ADDITIONAL EMTEK REMOTE SERVICES SUPPORT FUNCTIONS:

1. Troubleshoot and answer user's problems
2. Assist with User Configurations and form setup problems
3. Report Printing problems
4. Display Problems
5. Census database related problems
6. User password access problems

DELIVERABLE 18.0 - PROVIDE REMOTE SUPPORT SERVICES ACTIVITIES

CONTRACTOR shall provide the Remote Support Services Activities detailed in Task 17.0 of this Exhibit A-1, Addendum to Statement of Work

TASK 19.0 - PROVISION OF TRAINING SERVICES IN ACCORDANCE WITH PROJECT PLAN

Contractor shall provide Training Services related to the Sunrise Critical Care Software described in Exhibit D-2, Pricing and Billing Schedule.

DELIVERABLE 19.0 - PROVISION OF TRAINING SERVICES

Successful delivery and County Acceptance of the Training Services related to the Sunrise Critical Care Software described in Exhibit D-2, Pricing and Billing Schedule.

TASK 20.0 – DEVICE INTERFACES – MULTI-DEVICE LICENSE FEE

Provide Multi-Device Interface as described in Exhibit B-2, Equipment Requirements.

DELIVERABLE 20.0 - DEVICE INTERFACES – MULTI-DEVICE LICENSE FEE

Provide Multi-Device Interface as described in Exhibit B-2, Equipment Requirements.

TASK 21.0 - DEVICE INTERFACES – MULTI-DEVICE MAINTENANCE FEE

Provide Multi-Device Interface as described in Exhibit D-2, Pricing and Billing Schedule.

DELIVERABLE 21.0 - DEVICE INTERFACES – MULTI-DEVICE MAINTENANCE FEE

Provide Multi-Device Interface as described in Exhibit D-2, Pricing and Billing Schedule.

TASK 22.0 – MULTUM DATABASE FEE

Provide Multum Database as described in Exhibit D-2, Pricing and Billing Schedule.

DELIVERABLE 22.0 - MULTUM DATABASE FEE

Provide Multum Database as described in Exhibit D-2, Pricing and Billing Schedule.

TASK 23.0 – POST ACTIVATION HOLDBACK DISTRIBUTION

Contractor shall invoice County for activation fees not yet billed to be paid over a 26 month period.

DELIVERABLE 23.0 – POST ACTIVATION HOLDBACK DISTRIBUTION

Contractor shall invoice County for activation fees not yet billed to be paid over a 26 month period.

Attachment 1 to Exhibit A – Implementation Scope and Timeline

Project Scope

Phase	Project Scope
Pre-Implementation	Implementation Readiness Assessment
	Project Vision
	Assembled Project Team
	Sales to Implementation Transition
Project Setup	Project Kick-off
	Project Charter and Scope Document
	Project Plan
	Acquired Equipment
	Acquired Software
Design	Current State Assessment
	Interface Analysis
	Future State Design
	Design Validation
System Build	Data Configuration
	Content Build
	Coded Interfaces
	Environment Builds
Training & Education (subject to additional fees)	Project Team Training
	Train-the-Trainer Training
	End-User Training
Testing	Unit Testing
	Functional Testing
	Integrated Testing
Activation	Activation Plan
	Activation Readiness Assessment
	Activation Support
Project Closure	Transition to Product Support Services
	Lessons Learned
Project Administration	Communication Plan
	Project Statusing
	QA/Risk Assessment
	Change Control

Entity/Facilities Scope

Entity/Facility Name	Description	Units/Departments/Specialties
LAC/USC	MICU	20 beds, Medical Intensive Care Unit
	MICU	20 beds, Medical Intensive Care Unit
	ICU/Neuro	20 beds, Neuro Intensive Care Unit
	ICU/Med/Cardio	10 beds, Medical and Cardiac Intensive Care Unit
	MCCU	10 beds, Medical Coronary Care Unit
	SICU	20 beds, Surgical Intensive Care Unit
	ICU/SICU	20 beds, Surgical Intensive Care Unit
	ICU/CTS	10 beds, Cardio Thoracic Transplant Intensive Care Unit
	Burn ICU	10 beds, Burn Intensive Care Unit
	PICU	10 beds, Pediatric Intensive Care Unit
	NICU	40 beds, Neonatal Intensive Care Unit[]

Conversion Scope

Conversion of data is not in scope.

Activation Scope

LAC+USC Medical Center will activate on the then current version of the Additional Eclipsys Software. The activation will follow Eclipsys’ recommended activation approach in the project plan.

Eclipsys activation support includes:

- Eclipsys Solution Consultants are to provide support in the command center and on the units as reasonably requested
- LAC/USC will provide activation support on the units.
- Eclipsys assists LAC/USC in developing a detailed Activation Plan.
- The Eclipsys hours for activation support include:
 - Two (2) Product Solution Consultant for each shift for support:
 - 12 hour shifts
 - 24 hour coverage for 5 days

Project Resources and Leadership

It is assumed that LAC+USC is fully committed to the pursuit of its goals and the success of this project, and will demonstrate this commitment by following:

The parties will complete a comprehensive project plan within ninety (60) days after the Amendment Date. The project plan will allocate to each Party responsibility for certain tasks required to complete the plan.

LAC+USC Medical Center is fully committed to the pursuit of its goals and the success of this project, and will demonstrate this commitment through:

- Establishment of measurable goals and objectives for this project.
- Effective leadership/ownership
- Dedicated resource assignments, which includes committing adequate, knowledgeable, and/or experienced people to serve as team leaders, user coordinators, and team members, as well as to participate in training session, workflow redesign sessions, and project meetings
- Proper assessment of other organizational initiatives and/or IT projects currently in development, taking into account the impact these may have on the project

LAC+USC Medical Center provides Contractor with appropriate information relating to third-party contracts currently supporting interfaces, modifications, and other system customizations and receives all necessary consents.

Contractor Implementation Deliverables require that LAC+USC Medical Center commit the necessary staff to make effective and efficient decisions to configure and deploy the system:

1. Project Oversight
2. Review and endorsement of future state workflow with clinician involvement
3. Management of internal procedure changes
4. Development of design standards
5. Creation and delivery of an education curriculum for end users
6. Integration on foreign system side of the interface, as well as creation and execution of testing scripts
7. Information technology infrastructure that supports usability and system performance standards

Contractor has primary responsibilities for managing both the Project Plan and the implementation and clinical transformation processes.

LAC+USC Medical Center acquires knowledge of the product and develops active ownership of the system throughout the course of the project, ultimately controlling the configured product within its own environment.

LAC+USC Medical Center provides Contractor personnel with the equivalent facility resources (such as parking, and telephone, printer, and copier access) furnished to IT staff while Contractor personnel are on site during the project period. This is to include:

- Internet access through high-speed capabilities or preferably wireless connections
- Access to any other reasonable and incidental supplies, equipment, and services that would contribute to the efficient execution of the implementation

Sunrise Critical Care Content

Workplan hours reflect the following refinement of the Sunrise Critical Care Clinical Documentation Content:

- Rights
- Copy Forward
- Initially Graphed
- Mandatory Fields or Mandatory If
- Significant Indicators
- Preprinted Rows/Removable Rows
- Related Data, Drip Review (additive and solution volumes)
- Intake and Output Start & Shift Length, Site and Type Configuration (if desired)
- Colors

LAC+USC Medical Center is responsible for configuring any changes and/or additions to the Sunrise Critical Care Content delivered by Contractor with Contractor providing guidance and mentoring.

Workplan hours also reflect support for the following refinement of Sunrise Critical Care Content:

- Creating new observations
- Creating new drips and new item
- Re-ordering the sequence of items
- One (1) Admission Assessment

Content embedded in the system will provide a starting point that clinicians can use to develop and redesign workflow.

Solution/Workflow

This section outlines the specific parameters that exist regarding the functionality that Contractor is committed to deliver based on the terms of the contract.

Solution/Workflow Scope	Phase	Details
Functionality		
Sunrise Critical Care	1	Includes functionality to support: Patient Lists Health Data Repository Results Viewer Two views of the Facility/Enterprise Board Clinical Viewer Medication Administration Records (eMAR) – Two (2) views available – Single Patient and Current Patient List
Standard Sunrise Critical Care Clinical Documentation Content	1	The Sunrise Critical Care Knowledge Package consists of 23 configured structured notes, 15 flowsheets and 9 clinical summaries. The structured notes include documentation for History and Physical, Progress Notes, Discharge Summary and numerous procedure and ancillary documents. The flowsheets include Intake and Output, Vital Signs, Assessments, Treatment and Cares, Goals, and documentation for ancillary services such as Respiratory (including Ventilator and Code Blue), Dialysis, Neurology and Rehabilitation services. The content has been configured to enable documentation of ongoing care, as well as thorough assessments, and ancillary documentation in the critical care setting.
Advanced Calculations	1	Hemodynamic Calculations (preconfigured) Respiratory Calculations (preconfigured) Beyond these preconfigured calculations LAC+USC will have the ability to defined additional calculations using the structured notes feature in Sunrise Critical Care.
Sunrise Critical Care Reports	1	The following reports will be delivered as part of this project: ICU Average Length of Stay ICU Days on Ventilator ICU Readmission Rate ICU Catheter Related Blood Stream Infection ICU Central Line Days ICU Mortality Rate ICU Ventilator Acquired Pneumonia Rate
Medical Logic Modules (MLMs)	1	The following MLMs will be delivered as part of this project: <ul style="list-style-type: none"> • Days on Ventilator Reminder • Central Line Days Reminder • Ventilator Associated Pneumonia Reminder
Clinical Summaries Content	1	The following Sunrise Critical Care Content will be delivered: <ul style="list-style-type: none"> • Cardiology Summary • Endocrinology Summary • GI Nutrition • Hematology • ICU Nursing Summary • Infectious Disease • Intensivist Summary

Solution/Workflow Scope	Phase	Details
		<ul style="list-style-type: none"> • Neurology Summary • Pulmonary Summary
Workflow Redesign Scope		
Sunrise Critical Care Clinical Documentation Core Processes and Sub-Processes	1	<p>Admission:</p> <ul style="list-style-type: none"> Bed Management/Tracking Board ICU arrival Exchange and hand-off; transferring unit Coordination of care Initial examinations/evaluations Obtain patient history, allergies, health issues Medication Reconciliation <p>Interdisciplinary Rounding and Collaboration of Care:</p> <ul style="list-style-type: none"> Bed Management/Tracking Board Board rounds Role expectations Communication of plan of care/goals Establish consensus to plan of care/goals Evidence-based tools/guidelines <p>Care Delivery:</p> <ul style="list-style-type: none"> Professional exchange/shift change List management Routine ongoing assessments Referral/Order management Document patient Progress Notes/Flowsheets Communication and collaboration Analysis and evaluation of patient data Charging and billing <p>Consultation/Referral Process:</p> <ul style="list-style-type: none"> Criteria Order management Documentation <p>Change in Level of Care:</p> <ul style="list-style-type: none"> Identification of change Documentation of change Communication of change <p>Terminal Wean/Withdrawal of Care/End-of-Life Care:</p> <ul style="list-style-type: none"> Criteria Documentation Advance Directives/Informed Consent <p>Transfer and Discharge:</p> <ul style="list-style-type: none"> Criteria Professional exchange Transfer/Discharge and documentation

System Environment

- All hardware, software, and network minimum requirements have been met for this product installation.

- A Contractor-approved integration engine will be used.
- Delivery of computer hardware matches the implementation requirements and schedule.

LAC+USC Medical Center's hardware, software, and network are constantly available to Contractor personnel during normal operating hours (or as otherwise specified in the Agreement).

At all times during the project, LAC+USC Medical Center maintains a Test environment on the applicable computer/terminal/PC, since all installations will be performed in this environment. All integration testing will be performed in a Test environment with similar characteristics to the production environment, including all significant, fundamental application configurations.

During the project, if additional issues and constraints emerge due to the complexity of LAC+USC Medical Center's technical environment, the project team will reassess and revise the Project Plan, as needed.

LAC+USC Medical Center provides remote dial-up access (in accordance with its current security measures and Contractor's approved mechanisms: GoToAssist and Enexity) in order to facilitate implementation processes as well as maintenance support.

Microsoft® Word and Excel have been installed on all Report Servers (used to print result trend reports and rich text document reports), and on all Acute Care configuration workstations, where workbooks will be processed.

Device Interfaces (equivalent to DataCaptor™ software, which is provided by Capsule Technologie) and the Mondev eLink translators must be used.

Education/Training

Contractor will provide recommendations to help facilitate superuser and end-user monitored device training. Training of the staff needed to install and maintain the Sunrise system(s) being implemented must proceed at an adequate pace and produce effective results. Core project team members must be trained according to the project timeline and must meet all course prerequisites. If new team members are added, they must receive the same required training.

LAC+USC Medical Center resources will attend the following training courses. These classes will be taught by Contractor at a LAC+USC Medical Center Training Facility. Onsite classes require a minimum of six (6) students and a maximum of twelve (12) students. There is an onsite fee of \$7500 for each class and LAC+USC Medical Center is responsible for the instructors travel expenses.

- WB100 Sunrise Critical Care for End Users CBT
- IL101 Sunrise Critical Care Configuration 1 Onsite Training
- IL102 Sunrise Critical Care Configuration 2 Onsite Training
- WB105 Sunrise Critical Care Documentation for End Users CBT
- IL105 Sunrise Critical Care Documentation Configuration Onsite Training
- WB107 Sunrise Worklist Manager and Task Viewer for End Users CBT
- IL107 Sunrise Critical Care Worklists and Task Viewer Configuration Onsite Training
- I113 XA Interfaces – Onsite Training
- IL952 Sunrise eLink Developer – Onsite Training
- IL112 System Administration Onsite Training
- I111 XA Database Basics and Introduction to Reporting Onsite Training
- IL110 XA Database Express Loading and Unloading Onsite Training

Product certification is required of County project team members assigned to the project. County is responsible for ensuring that a minimum of two (2) people per Contractor solution are certified at all times.

Training courses and/or Sunrise e-Learning software, courseware, or services are considered Out of Scope Professional Services.

Onsite training consulting sessions, which assist in planning end-user training, are included in the implementation fee. Session hours do not include the actual onsite training of end users and/or enterprise personnel. The number of hours needed for end-user training will be determined during the Planning sessions.

County is responsible for its project team and end-user training activities/program. Training facilities will be operational *one month* before training begins at any enterprise facility.

Workplan

LAC+USC Medical Center and Contractor agree upon, and accept, the mutually-developed Project Plan as the document formally defining the scope of the project. Any activities that cause the project to deviate from its agreed-upon scope will result in billable time and services, which LAC+USC Medical Center agrees to pay under separate invoicing.

The Contractor standard work plan will be modified to reflect accurate start and stop dates and project scope. The Contractor and County project managers will modify the work plan within ninety (60) days of the project start.

Sunrise Critical Care Implementation will be implemented in a single phase in a 9 month timeline.

The project's timeline, resources, and methodology are based on minimal changes to the content imbedded within the Sunrise Clinical Manager Implementation solution.

Contractor provides project-management services to assist in planning, coordinating, and monitoring the implementation project. Contractor uses Microsoft Project software as a project-management tool for the Project Plan.

The Enterprise Project Manager(s) selected for this project must have received training and/or have a working knowledge of Microsoft Project, as it is the project management tool utilized by Contractor.

Integration

- eLink 4.0 or higher is installed and configured.
- eLink will be used as the interface engine between Contractor products. If eLink is not used for non-Contractor products, LAC+USC Medical Center's interface engine and personnel are responsible for all translations and data modifications necessary for each application.
- All Sunrise 5.0 XA or higher order and result interfaces assume that the sending/receiving third-party system has HL7 order and result capabilities already configured and operational.
- All result messages follow the HL7 format as defined in the Sunrise 5.0 XA or higher HL7 Mapping Interface Reference Guide.
- LAC+USC Medical Center resources have a working knowledge of the HL7 standard.
- Sunrise 5.0 XA or higher supports ZV1 inbound ADT segments.
- TCP/IP is the specified communication protocol in use.
- ACK/NAK coding will be performed at the communication level only.
- LAC+USC Medical Center provides consistent patient identifiers across its entities.
- A uniform medical record number exists across facilities and entities.
- Sunrise 5.0 XA or higher accepts an alphanumeric order number format.
- Sending and receiving systems utilize the same medical record number/visit number format and content.
- LAC+USC Medical Center uses standard Contractor Sunrise 4.0 XA or higher UDDI message formatting (OBX segments).
- LAC+USC Medical Center is responsible for contracting and managing other vendor interfaces.

Interface to LAC+USC Medical Center's self developed Pharmacy System

Based on initial discussion with LAC+USC Medical Center Contractor is able to confirm that Sunrise Critical Care can accommodate an interface the LAC+USC Medical Center self developed Pharmacy system. The approach LAC+USC Medical Center and Contractor can take to develop this interface is as follows:

- Orders for medications entered in LAC+USC Medical Center self developed Pharmacy system can be sent to the Sunrise Critical Care System after they are verified by the pharmacist via the same messages now used for interface to Pyxis. Most medications will use this interface. Exceptions are:
 - Emergent medications given at bedside prior to entry into LAC+USC Medical Center Pharmacy System.
 - IVs and Piggybacks

- Allergies entered in LAC Pharmacy system can be sent to Sunrise Critical Care in a manner that will allow for allergy checking via Multum in Sunrise Critical Care.
 - The Multum Database has been added to the proposal pricing for the Sunrise Critical Care upgrade to accommodate allergy checking for emergent medications not entered in the LAC+USC Medical Center system prior to administration
- IVs, IVPBs, and other intravenous solution messages are presently not sent by the LAC+USC Medical Center Pharmacy system to Pyxis, therefore LAC+USC Medical Center will need to produce code to cover these items (they are not kept in Pyxis currently)
- Contractor Sunrise Critical Care Interface Specifications have been sent to LAC+USC Medical Center programming staff to begin the planning process.
 - Regarding workflow: Medications given by LAC+USC Medical Center nurses prior to order entry by the LAC+USC Medical Center Pharmacy Dept. into the Pharmacy system will need to be entered into Sunrise Critical Care for charting on the eMAR.
 - Regarding workflow: Orders given prior to entry into the LAC+USC Medical Center will not be one time orders exclusively
 - Regarding the interface; the Order Number generated in Sunrise Critical Care needs to be communicated to the LAC+USC Medical Center Pharmacy system for entry into that system. This may initially be a manual process to generate the order number, copy it to the order request which gets faxed to Pharmacy. This is because the LAC+USC Medical LAC Pharmacy system presently has no queue to receive an Order or Order Number from Sunrise Critical Care (or any other such system)
 - When the queue is developed by LAC+USC Medical Center it will require manual intervention by pharmacists to enter the order into the LAC+USC Medical Center Pharmacy system.
- Drug orders in the LAC+USC Medical Center Pharmacy system are presently interfaced to Pyxis via a mnemonic code. Sunrise Critical Care can accept this code so that medications can appear on the eMAR. Notes:
 - Drugs in the LAC+USC Medical Center Pharmacy system do not have associated NDC numbers
 - IVs, IVPBs do not have specific mnemonic codes – a generic code for an IV may have 3 different additives in varying amounts. To address this the LAC+USC Medical Center Pharmacy system will need programming modifications.

Objects+ Tab from SCM to EMTEK Deliverable

Contractor will work with the client to create a tool within the SCC environment to launch the “read-only” version of the Contractor/EMTEK product.

Deliverable:

- SCM and Contractor/EMTEK are both launched from the local desktop
- Contractor/EMTEK will be launched in a separate Microsoft Window
- There will be no control or window management of the Contractor/EMTEK window
- There will not be any user or patient context sharing between SCM and the Contractor/EMTEK solution
 - The end-user will need to log-in separately to the Contractor/EMTEK solution
 - The end-user will need to re-select the correct patient within the Contractor/EMTEK solution
- The customer is responsible for all 3rd party applications and hardware (i.e. XTerm emulator and licenses) to support the Contractor/EMTEK solution

Training

Sunrise Standalone Critical Care	Location	Duration	Estimated Number of Students
WB100 Sunrise Critical Care for End Users	CBT	6 hours	6
WB105 Sunrise Critical Care Documentation for End Users	CBT	3 hours	6
WB107V50 Sunrise Worklist Manager and Task Viewer for End Users	CBT	3 hours	6

IL101 Sunrise Critical Care Configuration 1	C	4.5 Days	6
IL102 Sunrise Critical Care Configuration 2	C	4.5 Days	6
IL105 Sunrise Critical Care Documentation Configuration	C	3 Days	6
IL107 Sunrise Critical Care Worklists and Task Viewer	C	2 Days	6
IL110 Database Express Loading and Unloading	C	3 Days	4
IL111 Database Basics and Introduction to Report Writing	C	4.5 Days	4
IL112 System Administration	C	2 Days	4
IL113 XA Interfaces	C	2 days	
IL113 XA Interfaces	C	2 days	
IL952 Sunrise eLink Developer	C	2days	

KEY
C = Training Course to be held at a Facility that Client designates with reasonable advance notice to Contractor. Onsite Classes require a minimum of 6 students (4 students in technical classes) and a maximum of 12 students. Flat on-site premium fee of \$7,500 per week and instructor travel expenses applies in addition to the per student fees
CBT= Web-based, Computer Based Training.

For each Training Course conducted at "C", County must provide: (1) a sufficiently sized training room at the designated Facility that has adequate workspace for attending Contractor personnel and all attending Students or, if requested by Contractor for any particular Training Course, multiple training rooms that meet these requirements; (2) one computer system workstation with large-screen projection for each session of each Training Course (if Contractor deems it required); (3) individual computer workstations for each attending Student that have monitors, have the Contractor designated Licensed Software pre-installed, and otherwise meet Contractor's reasonably designated specifications; (4) one system printer for each session of each Training Course (if Contractor deems it required); and (5) a chalkboard, whiteboard, or other writing surface for each sessions of each Training Course that is viewable by all attending Students.

If Contractor advises County of any pre-requisites for any Training Course, County shall ensure that each Student enrolls in and completes all such pre-requisite Training Courses in a timely fashion. County shall ensure that each Student has the associated required job type (if disclosed by Contractor) prior to enrollment in any Training Course.

The agenda for each Training Course shall be Contractor' standard agenda for such Training Course. All Training Courses will be scheduled based on an eight (8) hour workday. For Training Courses conducted at "E", such training courses will be mutually scheduled during normal business hours, Monday-Friday, 8am to 5pm Eastern Time. For Training Courses conducted at "C", such training courses will be mutually scheduled during normal business hours, Monday-Friday, 8am to 5pm, local time zone of the applicable Facility.

Each Training Course will be conducted once, and for timely enrolled Students, up to the enrolled Student limit of twelve (12) Students ("**Student Limit**"). Notwithstanding anything else, if County desires to timely enroll additional Students in any Training Course beyond the Student Limit, County may do so, provided that (i) the Parties agree upon the associated schedule and location for the required additional course sessions, (i) County enrolls the agreed-upon additional Students in a timely fashion and otherwise in accordance with this Agreement, (ii) County pays to Contractor its standard fees for the additional course sessions.

The parties may agree to change the location of any "E" or "C" Training Course and, upon any such agreement, (i) the scheduled location for that Training Course shall be changed accordingly, and (ii) if the location of any Training Course is changed to "C", there shall be an additional onsite training fee due and payable by County to Contractor for each class session of such Training Course which shall be mutually agreed upon by the Parties in advance of any re-scheduling the Training Course.

Sunrise Critical Care Software Upgrade Implementation Timeline

	1	2	3	4	5	6	7	8	9	10	11	12	13
INITIATION													
Identify Project Team: Project Set up and Planning Completion Project Plan													
HARDWARE AND SOFTWARE VALIDATION (Clinical Documentation System (CDS))													
Install, Deliver and Upgrade Software													
SYSTEM CONFIGURATION AND INTEGRATION													
Interface, design and Specification System configuration System testing													
TRAINING													
SYSTEM IMPLEMENTATION													
Warranty Period													
System Acceptance by County													
Start Maintenance Services													

Attachment 3 to Exhibit A - Task/Deliverable Acceptance Certificate

Eclipsys Corporation [ADDRESS]	<i>TRANSMITTAL DATE</i>
TASK/DELIVERABLE ACCEPTANCE CERTIFICATE	<i>CONTRACT NUMBER</i>
	TITLE
FROM: _____ Eclipsyss' Project Manager or Director (Signature Required)	TO: _____ County's Project Director
Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion of the Tasks and delivery of the Deliverables set forth below, including satisfaction of the completion criteria applicable to such Tasks and Deliverables and County's approval of the Work performed in connection with the achievement of such Task. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with Exhibit A (Statement of Work). County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.	
<i>TASK DESCRIPTION</i> (including Task and Subtask numbers as set forth in the Statement of Work and applicable Schedule(s) of Work)	<i>DELIVERABLES</i> (including Deliverable numbers as set forth in the Statement of Work and applicable Schedule(s) of Work)
Comments:	
Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.	
County Acceptance: NAME _____ SIGNATURE _____ DATE _____ County's Project Director	

Distribution: Original - Financial Services
 Copy 1 - Contractor

Copy 2 - County's Project Manager
 Copy 3 - Master Contract File

Attachment 4 to Exhibit A - Change Notice Request

 COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES ECLIPSYS SUNRISE CRITICAL CARE SYSTEM CHANGE NOTICE REQUEST		Change Notice # (number sequentially, e.g. EC-1):
Contractor: Eclipsys Corporation	Contract No.:	Date Requested:
Project Name:	Requested by:	Title:
Statement of Change		Priority
Reason for Change: <input type="checkbox"/> New Functionality <input type="checkbox"/> Functional Change Description of Change(s):		<input type="checkbox"/> 1 - Critical <input type="checkbox"/> 2 - High <input type="checkbox"/> 3 - Medium <input type="checkbox"/> 4 - Low
Clinical Documentation for Critical Care.		
Recommended Solution:		
Estimated Hours:	Rate:	Amount:
		Total Estimated Cost: _____
County Authorization		
I hereby authorize Eclipsys Corporation, to proceed as outlined in this Change Order. I have read and agree with the estimation of time and cost for these changes. Additionally, I certify that this change(s) does not affect the , Scope of work, payments, or any term or condition included in contract.		
County Project Director: _____		Date: ____/____/____
Final Approval		
Eclipsys Project Director: _____		Date: ____/____/____

**Exhibit B-2 – Equipment Requirements
(Hardware/Software/Entity Facilities List/Solution/Workflow)**

1.0. HARDWARE: EXISTING SYSTEM HARDWARE:

ITEM NO.	PART NO.	DESCRIPTION	QUANTITY
1	N32-XK42C1204 HB	RoHS-5 Sun Fire V240, 2 x 1.5GHz UltraSPARC IIIi, 4 x 512MB DIMMS, 2 x 73GB Drives, 4 x10/100/1000 Gigabit Ethernet, ALOM Remote Manager, Three PCI Slots, n+1 Redundant Power & Java ES & Solaris 10 pre-installed	8
2	X7704A-4	RoHS-5 2GB Memory Expansion Kit (2*1GB) lowprofile DDR PC2100 or faster registered ECC DIMMs for Sun Fire V210, Sun Fire V240, Sun Fire V440, Netra 240, Netra 440, Sun Blade 1500 and Sun Blade 2500 workstation. Minimum 4.16.x OPB is required when upgrading with these DIMMs	8
3	X7410A-4	RoHS-5 X-Option - Internal DVD-ROM Drive Slimline, for Sun Fire V210 and Sun Fire V240	8
4	X5268A	RoHS-6. Internal 146GB 10K Ultra 3 SCSI HDD, 3.5" x 1" drive with barrier plate	6
5	X311L	Localized Power Cord Kit North American/Asian This Product is Hazard Class Y, RoHS compliant	18
6	XTA3320R0 0A0T365	Sun StorEdge(TM) 3320 Rack Ready, 365GB (5 x73GB 10Krpm SCSI drives), Ultra320 SCSI-JBOD, and 2 AC power supplies; (RoHS-5)	1
7	XTA-3000-2URK-19U	Sun StorEdge(TM) 3000 2U universal rack, sliding rail kit.	1
8	SGXPCI1SC SILM320-Z	Xoption, Sun StorEdge PCI Single Channel, Ultra320 SCSI Host Adapter, Low Profile, includes standard and low profile brackets RoHS6 compliant	2
9	X1138A	Cable, SCSI, VHDCI/VHDCI, 2m	2
10	N32-XK42C1204 HB	RoHS-5 Sun Fire V240, 2 x 1.5GHz UltraSPARC IIIi, 4 x 512MB DIMMS, 2 x 73GB Drives, 4 x10/100/1000 Gigabit Ethernet, ALOM Remote Manager, Three PCI Slots, n+1 Redundant Power & Java ES & Solaris 10 pre-installed	8
11	X7704A-4	RoHS-5 2GB Memory Expansion Kit (2*1GB) lowprofile DDR PC2100 or faster registered ECC DIMMs for Sun Fire V210, Sun Fire V240, Sun Fire V440, Netra 240, Netra 440, Sun Blade 1500 and Sun Blade 2500 workstation. Minimum 4.16.x OPB is required when upgrading with these DIMMs	8

ITEM NO.	PART NO.	DESCRIPTION	QUANTITY
12	X7410A-4	RoHS-5 X-Option - Internal DVD-ROM Drive Slimline, for Sun Fire V210 and Sun Fire V240	8
13	X5268A	RoHS-6. Internal 146GB 10K Ultra 3 SCSI HDD, 3.5" x 1" drive with barrier plate	6
14	X311L	Localized Power Cord Kit North American/Asian This Product is Hazard Class Y, RoHS compliant	18
15	XTA3320R0 0A0T365	Sun StorEdge(TM) 3320 Rack Ready, 365GB (5 x73GB 10Krpm SCSI drives), Ultra320 SCSI-JBOD, and 2 AC power supplies; (RoHS-5)	1
16	XTA-3000- 2URK-19U	Sun StorEdge(TM) 3000 2U universal rack, sliding rail kit.	1
17	EBA9S-301- E9M9	ESM Base Applications, Media and Documentation; Includes: Sun Storage Automated Diagnostic Environment 2.4, Sun SAN Foundation Software 4.4.5, Storage Portlets	1
18	NCSS9-200- W9NR	Sun StorEdge (TM) 3000 Family software and documentation 2.0 and 2.1. Includes Configuration Service 2.0 & 2.1, CLI 2.0 & 2.1 and Diagnostic Reporter 2.0 & 2.1; Unlimited RTU; media and docs on CDROM; Multi Language software 2.0 (Solaris SPARC Only; French, Japanese, Simplified Chinese, and Traditional Chinese); Multi Language docs 2.0 (French, Japanese, Korean, Simplified Chinese, and Traditional Chinese); 2.1 Software and docs (English Only)	1
19	SGXPCI1SC SILM320-Z	Xoption, Sun StorEdge PCI Single Channel, Ultra320 SCSI Host Adapter, Low Profile, includes standard and low profile brackets RoHS6 compliant	2
20	X1138A	Cable, SCSI, VHDCI/VHDCI, 2m	2
21	SOLZS- 08LB9AYM	Solaris 8 2/04 media kit (CD-ROM & DVD-ROM) 1 with online documentation, SPARC Platform Edition. No license. Multilingual. Pricing per kit.	1
22	SSSI9-100- T99M	Sun Studio 10, 1 RTU Slim Kit for Solaris, SPARC, x86 & Linux Platforms, English, Japanese & Simplified Chinese	2
23	W9D-N31- 24-3G	Sun Fire V210 Upgrade to Gold Support + 7X24 On-Site Support for 3 Years	3
24	W9D-N32- 24-3G	Sun Fire V240 Upgrade to Gold Support + 7X24 On-Site Support for 3 Years	5
25	W9D- SE3320-24- 3G	Sun StorEdge 3320 JBOD/RAID Array Upgrade to Gold Support + 7X24 On-Site Support for 3 Years	1

2.0 SYSTEM HARDWARE UPGRADE SPECIFICATION:

PRODUCTION SYSTEM	
QUANTITY	DESCRIPTION
Master Server: MS Active / Passive Clustering	
2	Dell PowerEdge R900, 2.67GHz Xeon Six Core, 4-Way Processor, 64GB Memory, 584 Total Storage
2	MS Windows Server Enterprise Edition - Server License & Software Assurance (2 Years)
10	MS Windows Server - CAL & Software Assurance (2 Years)
4	Microsoft SQL Server Enterprise Edition 2005 x64 Runtime Processor License(s)
4	Microsoft SQL Server Enterprise Edition 2005 x64 Runtime - EM (1 Year)
	3 Year ProSupport for IT 4HR 7x24 Onsite
Consolidation Services Server: MS Active / Active Clustering	
2	PowerEdge R710, 2.53GHz Xeon Quad Core, 2-Way Processor, 16GB Memory, 292 Total Storage
2	MS Windows Server Enterprise Edition - Server License & Software Assurance (2 Years)
10	MS Windows Server - CAL & Software Assurance (2 Years)
2	Microsoft Office Standard Edition - License & software assurance - 1 user - Open Business - Win
	3 Year ProSupport for IT 4HR 7x24 Onsite
Virtual Web Services Server: MS NLB	
2	Client Provided Virtual Server Host (2 Core, 4GB Memory & 292GB Storage)
2	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)
10	MS Windows Server - CAL & Software Assurance (2 Years)
2	Microsoft SQL Server 2008 Enterprise Edition Runtime Processor License(s)
2	Microsoft SQL Server 2008 Enterprise Edition Runtime Processor License EM (1 Year)
Virtual ESS Server: HA Included PDC/BDC Configuration	
2	Client Provided Virtual Server Host (2 Core, 4GB Memory & 292GB Storage)
2	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)
10	MS Windows Server - CAL & Software Assurance (2 Years)
DataCaptor (for Device Monitoring, 1 Per Monitored Facility)	
1	PowerEdge R610, 2.53GHz Xeon Quad Core, 2-Way Processor, 4GB Memory, 292 Total Storage
190	Capsule Technologie DTS 4-Port Medical grade
190	Device ID Module (No cable)
115	DataCaptor DIM Patch Cable 14 foot
	3 Year ProSupport for IT 4HR 7x24 Onsite
1	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)
5	MS Windows Server - CAL & Software Assurance (2 Years)
	<i>(Device concentrators provided for 190 beds, device ID module for 115 serial devices)</i>
Tracking Board(s)	
1	Dell OptiPlex 760 - SFF - 1 x Core 2 Duo E8400 / 3GHz - RAM 2 GB - HDD 1 x 160 GB - DVDR - GMA4500 - Gigabit Ethernet - Vista Business / XP Pro downgrade
1	Samsung SyncMaster 400MX - 40" LCD flat panel display - widescreen - 720p - black
1	Samsung WMN-5770D - Mounting kit (wall mount) for flat panel - screen size: 40" - 63"
TEST SYSTEM	
Master Server: Clustering options available on request	
1	Dell PowerEdge R900, 2.67GHz Xeon Six Core, 4-Way Processor, 64GB Memory, 584 Total Storage
	3 Year ProSupport for IT 4HR 7x24 Onsite
1	MS Windows Server Enterprise Edition - Server License & Software Assurance (2 Years)
5	MS Windows Server - CAL & Software Assurance (2 Years)

5	Microsoft SQL Server Enterprise Edition 2008 CAL Runtime
5	Microsoft SQL Server Enterprise Edition 2008 CAL Runtime - EM (1 Year)
Consolidation Server: Clustering options available on request	
1	PowerEdge R710, 2.53GHz Xeon Quad Core, 1-Way Processor, 8GB Memory, 292 Total Storage
	3 Year ProSupport for IT 4HR 7x24 Onsite
1	MS Windows Server Enterprise Edition - Server License & Software Assurance (2 Years)
5	MS Windows Server - CAL & Software Assurance (2 Years)
1	Microsoft Office Standard Edition - License & software assurance - 1 user - Open Business - Win
Virtual Web Server: HA option available on request	
1	Client Provided Virtual Server Host (2 Core, 4GB Memory & 292GB Storage)
1	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)
5	MS Windows Server - CAL & Software Assurance (2 Years)
5	Microsoft SQL Server Enterprise Edition 2008 CAL Runtime
5	Microsoft SQL Server Enterprise Edition 2008 CAL Runtime - EM (1 Year)
Virtual ESS Server: HA option available on request	
1	Client Provided Virtual Server Host (1 Core, 4GB Memory & 292GB Storage)
1	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)
5	MS Windows Server - CAL & Software Assurance (2 Years)
DEVELOPMENT / TRAINING SYSTEM	
Development Server	
1	PowerEdge R710, 2.53GHz Xeon Quad Core, 2-Way Processor, 16GB Memory, 876 Total Storage
	3 Year ProSupport for IT 4HR 7x24 Onsite
1	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)
5	MS Windows Server - CAL & Software Assurance (2 Years)
1	Microsoft Office Standard Edition - License & software assurance - 1 user - Open Business - Win
5	Microsoft SQL Server Standard Edition 2008 CAL Runtime
5	Microsoft SQL Server Standard Edition 2008 CAL Runtime - EM (1 Year)
Training Server	
1	PowerEdge R710, 2.53GHz Xeon Quad Core, 2-Way Processor, 16GB Memory, 876 Total Storage
	3 Year ProSupport for IT 4HR 7x24 Onsite
1	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)
5	MS Windows Server - CAL & Software Assurance (2 Years)
1	Microsoft Office Standard Edition - License & software assurance - 1 user - Open Business - Win
35	Microsoft SQL Server Standard Edition 2008 CAL Runtime
35	Microsoft SQL Server Standard Edition 2008 CAL Runtime - EM (1 Year)
Virtual ESS Server (Development)	
1	Client Provided Virtual Server Host (1 Core, 4GB Memory & 292GB Storage)
1	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)
5	MS Windows Server - CAL & Software Assurance (2 Years)
Virtual ESS Server (Training)	
1	Client Provided Virtual Server Host (1 Core, 4GB Memory & 292GB Storage)
1	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)
5	MS Windows Server - CAL & Software Assurance (2 Years)
DataCaptor (Development)	
1	PowerEdge R710, 2.53GHz Xeon Quad Core, 1-Way Processor, 4GB Memory, 292 Total Storage
1	Capsule Technologie DTS 4-Port Medical grade

1	Device ID Module (No cable)
1	DataCaptor DIM Patch Cable 14 foot
	3 Year ProSupport for IT 4HR 7x24 Onsite
1	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)
5	MS Windows Server - CAL & Software Assurance (2 Years)
eLink, Terminal Services/Citrix, SAN, System Rack	
<i>eLink Server (Production)</i>	
2	PowerEdge R710, 2.53GHz Xeon Quad Core, 2-Way Processor, 4GB Memory, 292 Total Storage
	3 Year ProSupport for IT 4HR 7x24 Onsite
2	MS Windows Server Enterprise Edition - Server License & Software Assurance (2 Years)
10	MS Windows Server - CAL & Software Assurance (2 Years)
1	Microsoft SQL Server 2008 Standard Edition Runtime Processor License(s)
1	Microsoft SQL Server 2008 Enterprise Edition Runtime Processor License(s)
2	MS Visual Studio 2008 Professional Edition - 1 user - Open Business - Win
<i>eLink Server (Test)</i>	
1	PowerEdge R710, 2.53GHz Xeon Quad Core, 1-Way Processor, 4GB Memory, 292 Total Storage 3 Year ProSupport for IT 4HR 7x24 Onsite
1	MS Windows Server Enterprise Edition - Server License & Software Assurance (2 Years)
5	MS Windows Server - CAL & Software Assurance (2 Years)
5	Microsoft SQL Server Standard Edition 2008 CAL Runtime
5	Microsoft SQL Server Standard Edition 2008 CAL Runtime - EM (1 Year)
1	MS Visual Studio 2008 Professional Edition - 1 user - Open Business - Win
<i>Virtual eLink Server (Development)</i>	
1	Client Provided Virtual Server Host (1 Core, 4GB Memory & 876GB Storage)
1	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)
5	MS Windows Server - CAL & Software Assurance (2 Years)
5	Microsoft SQL Server Standard Edition 2008 CAL Runtime
5	Microsoft SQL Server Standard Edition 2008 CAL Runtime - EM (1 Year)
1	MS Visual Studio 2008 Professional Edition - 1 user - Open Business - Win
<i>Terminal Services / Citrix Servers - 14 Production, 1 Test, 1 Development, 1 Training</i>	
17	PowerEdge R610, 2.53GHz Xeon Quad Core, 2-Way Processor, 16GB Memory, 292 Total Storage
17	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)
85	MS Windows Server - CAL & Software Assurance (2 Years)
0	<i>LAC/USC HealthCare to provide Remote Desktop/Terminal Services Licenses</i>
645	Citrix Presentation Server Platinum 4.5 Concurrent User w/ SA
1	Citrix Presentation Server 4.5 Media Kit
1	Citrix Support Agreement, Preferred 25 Program (up to 25 incidents per year) 1 Year Term 3 Year ProSupport for IT 4HR 7x24 Onsite
Citrix Servers configured for 600 logged in connections / 45 for training	
<i>Support Workstation</i>	
1	Dell OptiPlex 760 - SFF - 1 x Core 2 Duo E8400 / 3GHz - RAM 2 GB - HDD 1 x 160 GB - DVD-R - GMA4500 - Gigabit Ethernet - Vista Business / XP Pro downgrade
<i>Rack Components</i>	
2	Dell Rack (42U), Flat Panel Display w/ Integrated Keyboard & Mouse, Server Console Switch, Switch Cables, PDU(s)
<i>Brocade Switches</i>	
1	Brocade 2 x 40 Port, 8 G FC Switches, 3 Year 24x7x4 HW Warranty Uplift, 3 Year Software Maintenance

- Hardware upgrade to be purchased by COUNTY.
- The Equipment Configuration provided by Contractor (the “Equipment Configuration”) includes a list of all Equipment included in this Amendment and the associated prices. As referenced in the “Configuration Notes” section of the Equipment Configuration, the pricing set forth therein is binding on Contractor only if County provides Contractor with a confirmatory written shipment request (“Shipment Request”) for all of the Equipment referenced therein within thirty (30) days from the date of such configuration; otherwise the pricing is subject to change by Contractor. The specific Equipment included therein is also subject to change as further noted in the Configuration Notes. The delivery dates will be agreed to by the Parties upon Contractor’ receipt of a Shipment Request. The Equipment will be delivered via express carrier (i.e., Federal Express, United Parcel Service, etc.) to County, FOB shipping point with delivery confirmed by the carrier.
- The Equipment Configuration is (a) applicable to the Additional Contractor Software licensed under this Amendment only, in the release(s) specified in the Equipment Configuration only (or, to the extent not specified herein, in the current release(s) as of the Amendment Date), and (b) was developed and is being provided by Contractor assuming the accuracy and completeness of and based on the Initial Use metrics as of the Amendment Date.
- County acceptance of Equipment shall be deemed to occur automatically on the earlier to occur of the tenth (10th) day after completion of installation by Contractor (if contracted professional services cover such installation) or the thirtieth (30th) day after delivery, unless (a) the Equipment, as delivered, materially fails to conform with what is specified herein or any manufacturer’s published specifications, (b) within that period, County provides Contractor written notice of its rejection for such defects with reasonable specificity, and (c) promptly thereafter, County makes the Equipment available for evaluation and otherwise cooperates in remedying the defects. County’s sole remedies for any such duly rejected Equipment are as follows: Contractor (or the manufacturer or vendor) shall (at its option and expense) (i) upon receipt of the Equipment, repair such Equipment so that it materially conforms or replace it with new Equipment, or (ii) cancel the purchase of such Equipment and refund the associated fees paid by County.

3.0 UPGRADE SOFTWARE:

A. UPGRADE SOFTWARE:

ITEM NO.	DESCRIPTION	TOTAL QTY.
1	CSCRCA1000: Sunrise Critical Care	1
2	CSCRCA1180: Rules Authoring	1
3	CSCRCA1190: Secure Health Messaging / Inbox	1
5	CSCRCA1210: Tracking Board - ICU	1
6	ASELIN1100: eLink - Limited Use	1
7	CSCRCA4000: Device Interfaces - Multi-Device (for 190 Devices)	1

4.0 THIRD PARTY SOFTWARE

Third Party Software	Third Party Software Vendor
CSCRCA 4010 Device Interface Multi-Device	Capsule Technology
CSACCA2060 Multum	Multum

ENTITY FACILITIES

This section outlines the entities or facilities that will be implementing Sunrise Critical Care (this includes hospitals and units).

Entity/Facility Name	Description	Units/Departments/Specialties
LAC/USC	MICU	20 beds, Medical Intensive Care Unit
	MICU	20 beds, Medical Intensive Care Unit
	ICU/Neuro	20 beds, Neuro Intensive Care Unit
	ICU/Med/Cardio	10 beds, Medical and Cardiac Intensive Care Unit
	MCCU	10 beds, Medical Coronary Care Unit
	SICU	20 beds, Surgical Intensive Care Unit
	ICU/SICU	20 beds, Surgical Intensive Care Unit
	ICU/CTS	10 beds, Cardio Thoracic Transplant Intensive Care Unit
	Burn ICU	10 beds, Burn Intensive Care Unit
	PICU	10 beds, Pediatric Intensive Care Unit
	NICU	40 beds, Neonatal Intensive Care Unit

Interface

This section outlines the interface scope for this project.

Interface Scope	Phase	Details
ADT Interface – Inbound	1	HL7, single port/source feed
ADT Interface – Outbound	1	HL7, single port/source feed
Laboratory Results Inbound Interface	1	HL7
Radiology Results Inbound Interface	1	HL7
Radiology Objects Plus Integration	1	Objects Plus
Quatum System Integration	1	SCC report system will produce reports and load to a document management system, which will be Quantum. The scope of the project also includes an Objects+ tab from Sunrise Clinical Manager to Quantum to view these documents.
Objects+ Tab from SCM to EMTEK	1	Contractor will work with the client to create a tool within the SCC environment to launch the “read-only” version of the Contractor/EMTEK product.
Pharmacy Order (bi-directional) to homegrown system	1	HL7

Exhibit B-3 – Third Party Software

1. **Third Party Software Specific Terms and Condition.** Specific terms and conditions for the Third Party Software are contained in the following:

Third Party Software	Third Party Software Vendor	License for	Specific Terms and Conditions Contained in
CSCRCA 4010 Device Interface Multi-Device	Capsule Technology	Support Term	Attachment 1 to Exhibit B-3
CSACCA2060 Multum	Multum	Support Term	Attachment 2 to Exhibit B-3 –Multum Specific Terms

Attachment 1 to Exhibit B-3 –Device Interface Terms

Capsule DataCaptor Device Interface Specific Terms

1. **Products.** The following Capsule modules are included with the Capsule Third Party Software.
 - 1.1. **DataCaptor Solution.**
2. **Sublicense.** Sublicensee agrees to use the DataCaptor Solution and DataCaptor Module only for the purposes explicitly authorized by the FDA under FDA 510 (K) Certification number K 013019 set out below in the Indications for Use as in force at the time of the usage under the Sublicensee's Responsibilities below.
 - 2.1. **Indications for Use.** The DataCaptor™ System is indicated for use in data collection and clinical information management either directly or through networks with independent bedside devices. DataCaptor™ is not intended for monitoring purposes, nor is the software intended to control any of the clinical devices (independent bedside devices / information systems) it is connected to.
 - 2.2. **Sublicensee's Responsibilities.** Sublicensee agrees:
 - 2.2.1. not to duplicate, alter, modify, correct, translate, adapt or disassemble the DataCaptor Solution,
 - 2.2.2. not decompile or reverse engineer the DataCaptor Solution,
 - 2.2.3. not to create derivative works of the DataCaptor Solution or to combine with other software without Eclipsys' authorization,
 - 2.2.4. not sublicense, export, or otherwise transfer the DataCaptor Solution,
 - 2.2.5. not use the DataCaptor Solution in an environment other than as required by Eclipsys,
 - 2.2.6. not remove the notices that appear in DataCaptor Solution, and
 - 2.2.7. not use the DataCaptor Solution in any manner not expressly authorized in this Attachment.
3. **Support.** The Parties agree that Eclipsys will be the first line of support for the DataCaptor Solution and Eclipsys will act as the liaison between sublicensee and Capsule for the support of the DataCaptor Solution.
4. **Intellectual Property.** Capsule is the sole owner of all intellectual property rights relating to the DataCaptor Solution and its associated Documentation including, without limitation, all standard enhancements, optional enhancements and derivative works, whether in written or unwritten form, which are developed by or for Capsule.
5. **Warranty.**
 - 5.1. **Terms of warranty.**
 - 5.1.1. Capsule guarantees that the DataCaptor Solution conforms to its associated Documentation.
 - 5.1.2. During the warranty period, Capsule shall provide to Eclipsys for its end-users fixes and patches and work-arounds for software bugs, problems, deficiencies, nonconformities or the like, as and when needed.

5.2. **Disclaimer.**

5.2.1. Sublicensee acknowledges that Capsule does not represent or guarantee that the DataCaptor Solution will perform in every operating environment, will have uninterrupted or error free operation or that all errors relative to the DataCaptor Solution will be corrected or correctable.

5.2.2. Sublicensee agrees that Capsule does not guarantee that the DataCaptor Solution will operate in combination with all software that Sublicensee may select for use with Eclipsys' solutions, unless such solutions are expressly authorized by Capsule.

5.2.3. The Parties agree that Capsule will not guarantee the conformity of sublicensee's use of the DataCaptor Solution with all applicable laws and regulations.

5.2.4. In the event that sublicensee does not respect the terms of the Documentation provided by Capsule, the entire risk as to the quality and performance of the DataCaptor Solution is borne by sublicensee without warranty of any kind.

5.3. **Services which are not included in the warranty.** The warranty according to this Attachment does not include installation and integration of the DataCaptor Solution or enhancements to the DataCaptor Solution.

5.4. **Termination of the warranty.** Should sublicensee modify the DataCaptor Solution without prior written consent from Capsule, the Parties agree that the warranty will be automatically terminated.

6. **Limitation and Exclusion of Liability.**

6.1. **Limitation of liability.** The Parties agree that in no event the aggregate liability that Capsule may incur in any action or proceedings shall exceed the total amount of fees actually paid by sublicensee for this License for the one year period preceding the making of the claim. Sublicensee acknowledges that Capsule disclaims and excludes liability for any damages above this amount.

6.2. **Exclusion of liability.**

6.2.1. Capsule shall have no liability for any claim based on or resulting from sublicensee's use of the DataCaptor Solution in violation of this Attachment and particularly violation of Section 2 of this Attachment; changes to the DataCaptor Solution made by sublicensee; and combination, operation or use of the DataCaptor Solution with third party programs or equipment or data that are not agreed to by Capsule.

6.2.2. The Parties acknowledge that the DataCaptor Solution is tested and set up so as to not to interfere and cause damage to medical devices. Therefore, Capsule excludes any liability due to damage and important consequences incurred by the DataCaptor Solution in case of connection of the DataCaptor Solution with nonsuitable or defective medical devices.

6.2.3. Sublicensee expressly acknowledges that because of the complex nature of medical variables, Capsule cannot and does not guarantee that the operation of the DataCaptor Solution in particular the medical variables classification set up by the DataCaptor Solution, will be without interruption or error-free.

6.2.4. Capsule expressly excludes its liability for any disclosure of erroneous values provided by medical devices.

6.2.5. Capsule expressly excludes its liability for any claims based on the performance of the DataCaptor Solution in relation to the hardware platform or the number of

connected devices.

6.2.6. Sublicensee agrees to defend, at its sole expense, and keep Capsule unaffected by any and all costs, damages and reasonable attorneys' fees relating to any claim resulting from sublicensee's use of the DataCaptor Solution in violation of law or breach of contract, or to any utilization not consistent with the intended usage set forth in Section 2 of this Attachment.

6.2.7. In no event shall either Party be liable for loss of profits or indirect, special, incidental or consequential damages incurred by the other Party and arising out of or in connection with this Agreement, except for their breach of confidentiality, intellectual property infringement and their gross negligence or willful misconduct.

7. **Network Configuration.** Customer shall assure that each device to be interfaced shall be connected to the network and accessible to DataCaptor™ in a manner which is supported by Eclipsys according to the Eclipsys Supported Device Listing.

8. **Additional Fees.** Customer is aware and accepts that during the implementation a full analysis of connectivity needs will be performed. Such analysis may lead to additional fees under the following conditions:

8.1. **Licenses:** Quoted license fees are based on monitored beds interfaced. Additional fees may be required if the number of monitored beds increases during the implementation of the System or if it is determined that multiple connections are necessary for licenses purchased at a single connection rate.

8.2. **Development.** Customer may be responsible for development fees associated with DataCaptor Device Interfaces and DataCaptor System Interfaces that are not currently supported by Eclipsys according to the Supported Device Listing.

8.3. **Hardware.** Customer may be responsible for additional hardware such as network interface cards, device concentrators or auto detect modules necessary to properly connect devices to the network as determined during the assessment.

9. **Access to System.** Customer shall make DataCaptor™ accessible for audit of license compliance as requested by Eclipsys in advance.

Attachment 2 to Exhibit B-3 –Multum Specific Terms

1. Specific Multum License Provisions.

- 1.1. **Permitted Use.** Eclipsys grants to Client a valid, non-exclusive, non-transferable License to use the Multum Third Party Software:
 - 1.1.1. upon payment of all undisputed, related fees;
 - 1.1.2. exclusively at its Facilities as defined in this Agreement;
 - 1.1.3. solely to process data to from the said facilities belonging to it, and
 - 1.1.4. subject to the provisions of the End User License Agreement below.

- 1.2. **Restrictions on Use.** Except with Eclipsys' written permission, Client agrees not to:
 - 1.2.1. sublicense, export or otherwise transfer the Multum Third Party Software,
 - 1.2.2. provide remote processing or service bureau services utilizing the Multum Third Party Software,
 - 1.2.3. de-compile, disassemble or reverse engineer the Multum Third Party Software,
 - 1.2.4. allow any third party to implement, access or operate the Multum Third Party Software,
 - 1.2.5. remove or permit to be removed from Eclipsys' Proprietary Information or the Multum Third Party Software any proprietary, confidential, or copyright notices, markings, or legends, or
 - 1.2.6. copy the Multum Third Party Software or any related information except for archival purposes or for user manuals which reasonably may be duplicated for Client's use and marked with the Third Party Vendor's proprietary notices.

2. Multum End-User License Agreement.

The **Multum addVantageRx** ("Service") is a service provided to Client by Multum Information Services, Inc. ("Multum"). The Service and Eclipsys software are separate products provided by separate entities.

Every effort has been made to ensure that the information provided in the Service is accurate, up-to-date, and complete, but no guarantee is made to that effect. In addition, the drug information contained herein may be time sensitive.

The Service does not endorse drugs, diagnose patients, or recommend therapy. The Service is an informational resource designed to assist licensed healthcare practitioners in caring for their patients. Healthcare practitioners should use their professional judgment in using the information provided. The Service is not a substitute for the care provided by licensed healthcare practitioners. The absence of a warning for a given drug or drug combination in no way should be construed to indicate that the drug or drug combination is safe, effective or appropriate for any given patient.

Multum does not assume any responsibility for any aspect of healthcare administered with the aid of information the Service provides.

Disclaimer of Warranties

CLIENT ACKNOWLEDGES THAT THE SERVICE IS PROVIDED ON AN “AS IS” BASIS. EXCEPT FOR WARRANTIES WHICH MAY NOT BE DISCLAIMED AS A MATTER OF LAW, MULTUM MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OR NATURE OF THE CONTENT OF THE SERVICE, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN ADDITION, WITHOUT LIMITING THE FOREGOING, THE SERVICE HAS BEEN DESIGNED FOR USE IN THE UNITED STATES ONLY AND COVERS THE DRUG PRODUCTS USED IN PRACTICE IN THE UNITED STATES. MULTUM PROVIDES NO CLINICAL INFORMATION OR CHECKS FOR DRUGS NOT AVAILABLE FOR SALE IN THE UNITED STATES AND CLINICAL PRACTICE PATTERNS OUTSIDE THE UNITED STATES MAY DIFFER SUBSTANTIALLY FROM INFORMATION SUPPLIED BY THE SERVICE. MULTUM DOES NOT WARRANT THAT USES OUTSIDE THE UNITED STATES ARE APPROPRIATE.

Client acknowledges that updates to the Service are at the sole discretion of Multum. Multum makes no representations or warranties whatsoever, express or implied, with respect to the compatibility of the Service, or future releases thereof, with any computer hardware or software, nor does Multum represent or warrant the continuity of the features or the facilities provided by or through the Service as between various releases thereof.

Any warranties expressly provided herein do not apply if: (i) Client alters, mishandles or improperly uses, stores or installs all, or any part, of the Service, (ii) Client uses, stores or installs the Service on a computer system which fails to meet the specifications provided by Multum, or (iii) the breach of warranty arises out of or in connection with acts or omissions of persons other than Multum.

Assumption of Risk, Disclaimer of Liability, Indemnity

CLIENT ASSUMES ALL RISK FOR SELECTION AND USE OF THE SERVICE AND CONTENT PROVIDED THEREON. MULTUM SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, MISSTATEMENTS, INACCURACIES OR OMISSIONS REGARDING CONTENT DELIVERED THROUGH THE SERVICE OR ANY DELAYS IN OR INTERRUPTIONS OF SUCH DELIVERY.

CLIENT ACKNOWLEDGES THAT MULTUM: (A) HAS NO CONTROL OF OR RESPONSIBILITY FOR CLIENT’S USE OF THE SERVICE OR CONTENT PROVIDED THEREON, (B) HAS NO KNOWLEDGE OF THE SPECIFIC OR UNIQUE CIRCUMSTANCES UNDER WHICH THE SERVICE OR CONTENT PROVIDED THEREON MAY BE USED BY CLIENT, (C) UNDERTAKES NO OBLIGATION TO SUPPLEMENT OR UPDATE CONTENT OF THE SERVICE EXCEPT AS SPECIFICALLY SET FORTH ABOVE AND (D) HAS NO LIABILITY TO ANY PERSON FOR ANY DATA OR INFORMATION INPUT ON THE SERVICE BY CLIENT TO THE SERVICE.

MULTUM SHALL NOT BE LIABLE TO ANY PERSON (INCLUDING BUT NOT LIMITED TO CLIENT AND PERSONS TREATED BY OR ON BEHALF OF CLIENT) FOR, AND CLIENT AGREES TO INDEMNIFY AND HOLD MULTUM HARMLESS FROM ANY

CLAIMS, LAWSUITS, PROCEEDINGS, COSTS, ATTORNEYS' FEES, DAMAGES OR OTHER LOSSES (COLLECTIVELY, "LOSSES") ARISING OUT OF OR RELATING TO (A) CLIENT'S USE OF THE SERVICE OR CONTENT PROVIDED THEREON OR ANY HARDWARE FURNISHED IN CONNECTION THEREWITH AND (B) ANY DATA OR INFORMATION INPUT ON THE SERVICE BY END USER, IN ALL CASES INCLUDING BUT NOT LIMITED TO LOSSES FOR TORT, PERSONAL INJURY, MEDICAL MALPRACTICE OR PRODUCT LIABILITY. FURTHER, WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL MULTUM BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS, OR DOWN TIME, EVEN IF MULTUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE INFORMATION CONTAINED WITHIN THE SERVICE IS INTENDED FOR USE ONLY BY PHYSICIANS AND OTHER HEALTHCARE PROFESSIONALS WHO SHOULD RELY ON THEIR CLINICAL DISCRETION AND JUDGMENT IN DIAGNOSIS AND TREATMENT. AS BETWEEN CLIENT AND MULTUM, CLIENT HEREBY ASSUMES FULL RESPONSIBILITY FOR INSURING THE APPROPRIATENESS OF USING AND RELYING UPON THE INFORMATION IN VIEW OF ALL ATTENDANT CIRCUMSTANCES, INDICATIONS, AND CONTRAINDICATIONS.

Liability of Multum to Client

Under no circumstances shall Multum be liable to Client or any other person for any indirect, exemplary, special or consequential damages arising out of or relating to Client's use of or inability to use the Service or the content of the Service provided thereon or any hardware furnished in connection therewith. Multum's total liabilities in connection with this Agreement, whether arising under Contract or otherwise, are limited to two times the fees received by Multum under this Agreement specifically relating to Client's service or product which is the subject of the claim.

7.0 Pricing Notes. Licensing and fees in this Amendment are based on the following:

7.1 Initial Use for Additional Contractor Software.

Software	Pricing Metric	Initial Use Volume
All Additional Contractor Software unless listed below	Annual Inpatient Discharges	25,000
All Additional Contractor Software unless listed below	Annual Outpatient Visits	75,000
All Additional Contractor Software unless listed below	Multi-Device Interface Beds	190
(CSCRCA1000) Sunrise Critical Care	Intensive Care Unit Beds	190

7.2 Initial Use for Third Party Software. (CSCRCA 4010) Device Interface –Multi-Device = 190 Beds

Exhibit C-1.1 –Software Service and Support

GENERAL

This Exhibit C-1.1 sets forth the scope of, and Contractor's service level commitment regarding, the maintenance and operational support of the Upgrade Software, including, but not limited to, maintenance services and Software Support Services, correction of Deficiencies, and County's remedies for Contractor's failure to meet the service level commitment specified herein. Capitalized terms used in this Exhibit C-1.1 without definition shall have the meanings given to such terms in the Agreement (as modified by this Amendment).

The following Schedules are attached to and form a part of this Exhibit C-1.1:

Attachment C.1 – County Remote Access Policies.

Attachment C.2 – LA County Extranet IT Security Standards

Attachment C.3 – County of Los Angeles Agreement for Acceptable Use and Confidentiality of county's Information Technology Assets, Computers Networks, system and Data (IT confidentiality and Acceptable Use Agreement)

1. SCOPE OF SERVICES

1.1 DESCRIPTION

Contractor shall provide maintenance specified in the body of the Agreement and this Exhibit C-1.1, as more fully described below. Maintenance shall include Upgrade Software Service and Support, on-site support persons (with respect to the Emtex software only and subject to the other provisions of Amendment Number 4), and remote support activities.

Contractor shall provide Upgrade Software maintenance from Contractor's business premises or at the County site, as necessary to fulfill its obligations under the Agreement.

1.2 DEFINITIONS

1. As used herein, the term "Deficiency Credit(s)" shall have the meaning specified in 5.1 (Deficiency Credits).
2. As used herein, the term "Disabling Device(s)" shall have the meaning specified in 4.1 (General Warranties).
3. As used herein, "Support Hours" shall mean 24x7x365 days.

2. SYSTEM MAINTENANCE

2.1 MAINTENANCE SERVICES

2.1.1 SUPPORT

For the term of this agreement and payment of all undisputed fees as they become due, contractor shall provide support to county's designed point of contract as follows:

- (i) **Maintenance.** For calls related to the failure of the Upgrade Software to perform as warranted, Contractor shall provide remote support 24x7x365 for Alerts and Critical Priorities (as defined in the table below). Upon the detection of any Deficiency, County shall provide to Contractor such output

listings, data, and other assistance upon Contractor's request to enable Contractor to correct the Deficiency.

- (ii) **Current Release.** Contractor shall offer to County each Release when Contractor makes it generally available to its other licensees. A "Release" means subsequent releases of any Upgrade Software that Contractor makes generally available without additional charge as part of its standard maintenance program to Customer's receiving Contractor's Support. County shall install each Release in accordance with Contractor's release installation schedule. Contractor shall provide Support for each Release as long as County diligently is installing the newest Release within 270 days after its general release. Upon at least one (1) year advance notice, Contractor may designate any Release to also be a "Sunset Release". At any time, upon notice, Contractor may terminate (with or without cause) Support Services for any Sunset Release. Notwithstanding the provision above, as long as County is utilizing an Upgrade Software version that is no more than two (2) versions behind the most current Upgrade Software version Contractor has made generally available, Contractor is obligated to provide all Support Services required under this Exhibit C-1.1 for the Upgrade Software version County then has in production.
- (iii) **Current Documentation.** Contractor shall modify the applicable Documentation and functional specifications to remain current and accurate.
- (iv) **Communications Support.** Remote support consists of two-factor authentication access to the Upgrade Software installed on the authorized central processing units for the purpose of examining and testing the Upgrade Software and to facilitate Contractor's provision of Support. County shall acquire and maintain all modems, frame relay, dial-up telephone lines, and other telecommunication equipment and software compatible with Contractor's telecommunications equipment and software. County shall be responsible for all costs and expenses for the acquisition, installation, maintenance, and use of all modems, telephone lines, and other telecommunications equipment and software used in conjunction with the provision of Support Services.

2.1.2 UPDATES

Contractor shall provide software Updates, as described in this section below. Contractor shall provide Updates to Upgrade Software when and if made generally available in accordance with this Exhibit C-1.1. Contractor provides no representations, warranties or promises regarding the frequency, timing, features or functionality of updates. For clarity, if County engages Contractor to install an Update or Release, any Upgrade Software fixes previously provided by Contractor to County would also be implemented during installation of the Update.

Contractor shall offer to County "Updates", which means updates, enhancements, fixes/service packs and Releases of the Upgrade Software, or any Component or module of such Application Software, and all Documentation related thereto promptly after made generally available.

Contractor shall notify County of all such Updates to the Application Software prior to the anticipated installation date therefor. Installation of each Update shall be subject to prior written approval of County's Project Manager and shall only be provided by Contractor pursuant to the terms, conditions and fees contained in a mutually agreed upon statement of work (for clarity, this would mean that County would not be required to engage Eclipsys to install the updates until County had approved the mutually agreed upon statement of work pursuant to its normal approval process). Contractor's provision of such updates to the Additional Contractor Software is included in System Software and Maintenance fees. Any Updates necessary to remedy security problems in the Application Software (e.g., closing "back doors" or other intrusion-related problems) or a plan to provide such Updates, whether identified by Contractor, County or a third party, shall be provided to County within thirty (30) calendar days of Contractor's knowledge of the existence of such security problems, unless mutually agreed to otherwise as specified herein.

2.1.3 THIRD PARTY SOFTWARE

Contractor hereby represents and warrants that none of the System Software other than the third party software as specified in Exhibit B-3 (Third Party Software), is owned by third parties (the "Third Party Software").

County acknowledges that it may have to execute or agree to be bound by certain third party end user license agreements in respect of such Third Party Software provided by Contractor but the parties agree that such third party license agreements shall be at no additional cost to County.

3. CORRECTION OF DEFICIENCIES

3.1 IDENTIFICATION OF DEFICIENCIES

The Deficiencies under this Agreement may be identified either as a result of Contractor's use of its own support system or discovered by County. Upon discovery of a Deficiency relating to the Upgrade Software by County, County will report the Deficiency to Contractor's Global Service Center for resolution in accordance with this Exhibit C-1.1.

The Severity Level of the Deficiency shall be assigned by County according to the criteria in Section 3.2.1. Based on Contractor's proposed solution and/or workaround(s) for the Deficiency, County may, upon consultation with Contractor, reevaluate and, if it so chooses, request that Contractor escalate or downgrade the Severity Level of the Deficiency pursuant to Section 3.2.3 (Severity Level Adjustment) below.

3.2 RESOLUTION OF DEFICIENCIES

3.2.1 PROBLEM CORRECTION PRIORITIES

County shall assign one of the Severity Levels specified below to each incident of Deficiencies reported by County to Contractor's Global Service Center/or entered in Contractor's incident tracking system. Following report of a Deficiency from County, Contractor shall respond back to County within the prescribed "Response Time" specified below, and maintain communication regarding progress on problem resolution as specified below.

SEVERITY LEVEL	DESCRIPTION OF DEFICIENCY	FIRST RESPONSE TIME	FURTHER UPDATES TO COUNTY
1 - Alert	<ul style="list-style-type: none"> • Issue affecting entire Upgrade Software • Upgrade Software down • Potential direct patient care affected • Data integrity at risk • Management attention required 	Immediate	Immediate and continuous
2 - Critical	<ul style="list-style-type: none"> • Widespread Upgrade Software unavailability – Upgrade Software is down or any module of Upgrade Software is completely or functionally inoperable. • System operating in degraded state • Financial impact 	Within 20 minutes for requests made during business hours (8:00 a.m. to 8:00 p.m. PST) and within thirty (30) minutes for requests made at other times	Daily until resolved
3 – High	<ul style="list-style-type: none"> • Problem that substantially degrades performance of any Upgrade Software component or materially restricts business • restricts use of one or more modules or features of Upgrade Software to perform necessary business functions, but not entire Upgrade Software. • Data entry or access is materially impaired on a limited basis. • operations are severely impacted. 	Within four (4) business hours	Weekly until resolved
4 – Medium	<ul style="list-style-type: none"> • A problem that causes only a minor impact on the use of the Upgrade Software. • The problem can be easily circumvented. • The problem can cause some functional restrictions, but it does not have a critical or severe impact on operations. 	Within eight (8) business hours	Weekly until resolved

5 – Low	<ul style="list-style-type: none"> • This is a low impact problem and is not significant to operations • A request for assistance, information, (e.g., general “how to”) and informational Upgrade Software questions. 	Within 16 business hours	As available or negotiated
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3.2.2 PROBLEM RESOLUTION AND COMMUNICATION PROCESS

For any Deficiency classified as Alert or Critical reported by County or discovered by Contractor, Contractor shall commence corrective action in the time frame specified in Table 3.2.1. Contractor shall also immediately commence to develop a workaround or a fix for any Deficiency of Severity Level 1.

Contractor shall provide good faith efforts to correct all Deficiencies, and in particular Deficiencies of Severity Levels 1 through 3. In the event that Contractor is unable to effect resolution upon initial report of the Deficiency, Contractor shall provide County with a plan of action documented in Contractor’s case management system, that includes a detailed explanation of the status of such Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for completing the correction of such Deficiency, the failure of which will give rise to the assessment of Deficiency Credits as specified in 5.1.2. This process will be repeated according to the schedule in Table 3.2.1 until the Deficiency is resolved and approved by County's representative working with Contractor. The parties will jointly cooperate during this period of time.

3.2.3 SEVERITY LEVEL ADJUSTMENT

As mutually agreed to between County and Contractor, County may escalate or downgrade the Severity Level of a Deficiency if the Deficiency meets the definition of the Severity Level as defined in Table 3.2.1 A Deficiency may also be escalated by County, if the Deficiency persists or re-occurs, as determined by County's Project Manager. At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for communications with County regarding resolution of such Deficiency in accordance with Section 3.2.1 (Problem Correction Priorities) above.

4. WARRANTIES

4.1 GENERAL WARRANTIES

Contractor represents, warrants, covenants and agrees that throughout the term of this Agreement:

1. Unless specified otherwise herein, the Upgrade Software shall be free from any and all material Deficiencies.
2. The level of Upgrade Software maintenance services shall not degrade during the term of the Agreement.
3. Contractor shall not intentionally include in any licensed materials any disabling devices, and will use commercially reasonable efforts to ensure that the Software originating with Contractor (and not any third party), as delivered to County, does not include any viruses, worms, Trojan horses or other malicious code.

4.2 EQUIPMENT CONFIGURATION WARRANTY.

Subject to the Downtime exclusions listed below, during the Support Term for the referenced Upgrade Software, Contractor represents and warrants to County that any per-workstation equipment configuration and related infrastructure components (i.e., servers) that Contractor recommends to County in writing to be used for operating the Upgrade Software (the "Equipment Configuration") shall be of sufficient capacity and capabilities so that the release of such Upgrade Software specified in the configuration attached to this Amendment (as fully implemented and configured at the Facility in accordance with the Agreement) using the Equipment Configuration can process, in accordance with the Specifications, the specified use metrics. This Equipment Configuration warranty does not cover or address the number of workstations that may be required for County's use.

5. **REMEDIES**

5.1 DEFICIENCY CREDITS

5.1.1 GENERAL

Credits shall accrue for Contractor's failure to timely correct any Severity Level 1, Severity Level 2 or Severity Level 3 Deficiency (in accordance with Section 5.1.2 below).

Without limiting any other rights and remedies available to County, either pursuant to this Agreement, by law or in equity, County shall be entitled to Deficiency Credits in the event that either (i) Contractor fails to correct a Severity Level 1, Severity Level 2 or Severity Level 3 Deficiency (hereinafter "Downtime") within the timeframes set forth in Section 3 (Correction of Deficiencies) of this Exhibit C-1.1, or such longer period as agreed to by County and Contractor, or (ii) three (3) or more Severity Level 1 Deficiencies occur in any calendar month during the term of this Agreement.

Deficiency Credits shall not be issued for Downtime occurring during mutually agreed upon scheduled or planned shut down of the System Hardware, Scheduled downtime or response time testing.

5.1.2 ASSESSMENT OF DEFICIENCY CREDITS

1. If Contractor fails to correct any Severity Level 1, Severity Level 2 or Severity Level 3 Deficiency within the timeframes set forth in this Exhibit C-1.1, then in each instance, County may, in its sole discretion, assess Deficiency Credits in amounts per day for each day, or portion thereof, during which any Deficiency continues beyond the Resolution Time prescribed for the applicable Severity Level of such Deficiency, as set forth below:
 - i. For Severity Level 1 Deficiencies, Five Hundred Dollars (\$500) per day;
 - ii. For Severity Level 2 Deficiencies, Two Hundred Fifty Dollars (\$250) per day; and
 - iii. For Severity Level 3 Deficiencies, One Hundred Dollars (\$100) per day.

The amount of time elapsed for the calculation of Deficiency Credits will be determined by the timestamp or other evidence issued by the Help Desk at such time as a service request is sent by County to Contractor.

The total amount of Deficiency Credits in any given month may not exceed 10% of the System Software and Maintenance fees as described in Exhibit D-2, Pricing and Billing Schedule, II. System Software Maintenance, B. January 1, 2011 through August 31, 2015 fees.

Notwithstanding anything to the contrary set forth in this Exhibit C-1.1, any Deficiency Credits accruing to County as a result of a Downtime or Deficiency shall be based upon its escalated or downgraded Severity Level, if applicable, assigned to such Deficiency in accordance with Section 3.2.3 (Severity Level Adjustment) of this Exhibit C-1.1.

2. Deficiency Credits shall not be issued for Downtime due to (a) any modifications to materials provided hereunder by anyone other than the Contractor; (b) any capacity, deficiencies or errors in or failures or unavailability of any aspect of any Equipment or third party products not provided by Contractor; (c) any inaccuracy of any County disclosed metrics, any undisclosed material change thereto or of any Contractor assumptions; (d) County's failure to install or correctly install any Contractor-approved Update or modification; (e) any breach or negligent or willful act or omission under the Agreement of County or any third party engaged by County; (f) any corruption, damage, loss, breach of security, or mis-transmission of data not caused by Contractor's negligence or willful misconduct; (g) any implementation by County or use of any Upgrade Software that is not in accordance with the Documentation, the Agreement, and/or Contractor's recommendations; (h) any virus, worm, Trojan horse or other malicious code that does not directly result from Contractor's breach of Section 4.1 (3) of this Exhibit C-1.1; and/or (i) any failure, feature, or flaw that is not reproducible and verifiable by Contractor.
3. County is not required to take any Deficiency Credits. However, if County exercises its right to take any given Deficiency Credit, that Deficiency Credit shall be credited against any subsequent liquidated damages County may be awarded as a result of an incident or series of incidents that can reasonably be attributed to the cause for County's claim for said liquidated damages. If a period of thirty (30) days lapses from the end of a calendar month and County has not in good faith claimed or applied Deficiency Credits for that month, or initiated a good faith dialog regarding incidents that are reasonably likely to result in Deficiency Credits for that month, then County hereby waives its rights to seek Deficiency Credits, but retains its right to pursue any and all other remedies under the Contract for failures by Contractor to perform its obligations under this Agreement. Deficiency Credits are credits against unpaid monthly invoiced support services fees only; in no event will Contractor be required to make any payment in respect of Deficiency Credits. Any Contractor application of any County requested or demanded Deficiency Credit shall not be deemed or construed as evidence of or an admission of wrongdoing by Contractor.

Exhibit C-2 - Remote Database and System Administration

DESCRIPTION OF SERVICES. Contractor shall assign technically proficient employees, suitable to perform the services described below, which are related to the Sunrise Critical Care product (“SCM”) being licensed to County pursuant to this Amendment (the “Services”).

Contractor will use commercially reasonable efforts to assign staff within forty-five days (45) days of the date County executes this statement.

1.1. Contractor Services

1.1.1. **Remote Database and System Administration** – Contractor shall provide system administration services for SCM via remote access. Contractor Support Engineers will monitor key system operating parameters and system generated logs on a regular basis as noted in the following maintenance schedule.

1.1.2. Maintenance Schedule

Task
Supervising monitoring scripts for any potential issues on regular bases
Monitor Windows Event Viewer
Monitoring SQL Server error logs
Investigate and troubleshoot errors and warnings in system, SQL and application logs
Execution history of production scheduled tasks
Monitoring HL7 and services
Monitoring reporting Services log files
Monitoring DECC logs
Monitoring database space availability
Monitoring disk space
Monitoring backup and restore procedures
Maintaining and installing new hot fixes relevant to the site
Reviewing daily backup
Checking system parameters
Auditing versions of installed applications
Coordinating system reboots
Assisting in hardware service dispatch
Notifying customers of any potential issues
Providing monthly application status reports
Logging and updating cases for any issues detected, and escalating as needed

1.1.3 Contractor will perform its standard measures to correct system errors and will implement steps to avoid problem situations as detected. Monthly status reports will be available to the County by Contractor.

1.1.4 Contractor will designate an individual to function as County's primary point of contact for issues related to delivery of services under this Attachment 1 to Exhibit C. County will continue to use Contractor's County support organization as initial point of contact to obtain assistance from Contractor.

1.1.5 In the event of hardware failure, Contractor will work with designated County staff to provide requested information to County's hardware service provider.

1.1.6 An initial remote analysis of the system will be performed to identify any preexisting conditions that would interfere with the performance of the Services. The County will receive written notification of any such conditions that must be corrected prior to the delivery of the Services. At County's request, this analysis will be performed on-site, provided County reimburses Contractor's personnel for travel and living expenses in accordance with the Agreement.

1.2 County Responsibilities:

1.2.1 County will designate an individual to function as Contractor's primary point of contact for system administration issues.

1.2.2 County will provide all consumable supplies such as data tapes and other backup media.

1.2.3 County will be responsible for light physical duties, such as placing tapes in tape drives.

1.2.4 Scheduling and monitoring operations activity such as database backups, journaling, database integrity checks, and application batch processing are the responsibility of the County.

1.2.5 Database restoration or repair is not covered by agreement and is chargeable at our regular rates.

1.2.6 County will provide full time remote access and email service to their system.

1.2.7 County must be connected to Contractor WAN via frame relay.

1.2.8. County, not Contractor, shall be exclusively responsible for the repair, replacement, maintenance or servicing of the Equipment.

Exhibit D-2 –Pricing and Billing Schedule

I. SYSTEM HARDWARE:

PRODUCTION SYSTEM	
QUANTITY	DESCRIPTION
Master Server: MS Active / Passive Clustering	
2	Dell PowerEdge R900, 2.67GHz Xeon Six Core, 4-Way Processor, 64GB Memory, 584 Total Storage
4	QLogic SANblade QLE2460 – Host bust adapter – PCI Express x4 low profile – 4Gb Fibre Channel – fiber optic
2	MS Windows Server Enterprise Edition - Server License & Software Assurance (2 Years)
10	MS Windows Server - CAL & Software Assurance (2 Years)
4	Microsoft SQL Server Enterprise Edition 2005 x64 Runtime Processor License(s)
4	Microsoft SQL Server Enterprise Edition 2005 x64 Runtime - EM (1 Year)
	3 Year ProSupport for IT 4HR 7x24 Onsite
Consolidation Services Server: MS Active / Active Clustering	
2	PowerEdge R710, 2.53GHz Xeon Quad Core, 2-Way Processor, 16GB Memory, 292 Total Storage
4	QLogic SANblade QLE2460 – Host bust adapter – PCI Express x4 low profile – 4Gb Fibre Channel – fiber optic
2	MS Windows Server Enterprise Edition - Server License & Software Assurance (2 Years)
10	MS Windows Server - CAL & Software Assurance (2 Years)
2	Microsoft Office Standard Edition - License & software assurance - 1 user - Open Business - Win
	3 Year ProSupport for IT 4HR 7x24 Onsite
Virtual Web Services Server: MS NLB	
2	Client Provided Virtual Server Host (2 Core, 4GB Memory & 292GB Storage)
2	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)
10	MS Windows Server - CAL & Software Assurance (2 Years)
2	Microsoft SQL Server 2008 Enterprise Edition Runtime Processor License(s)
2	Microsoft SQL Server 2008 Enterprise Edition Runtime Processor License EM (1 Year)
Virtual ESS Server: HA Included PDC/BDC Configuration	
2	Client Provided Virtual Server Host (2 Core, 4GB Memory & 292GB Storage)
2	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)
10	MS Windows Server - CAL & Software Assurance (2 Years)
DataCaptor (for Device Monitoring, 1 Per Monitored Facility)	
1	PowerEdge R610, 2.53GHz Xeon Quad Core, 2-Way Processor, 4GB Memory, 292 Total Storage
190	Capsule Technologie DTS 4-Port Medical grade
190	Device ID Module (No cable)
115	DataCaptor DIM Patch Cable 14 foot
	3 Year ProSupport for IT 4HR 7x24 Onsite
1	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)
5	MS Windows Server - CAL & Software Assurance (2 Years)
	<i>(Device concentrators provided for 190 beds, device ID module for 115 serial devices)</i>
Tracking Board(s)	
1	Dell OptiPlex 760 - SFF - 1 x Core 2 Duo E8400 / 3GHz - RAM 2 GB - HDD 1 x 160 GB - DVDR - GMA4500 - Gigabit Ethernet - Vista Business / XP Pro downgrade
1	Samsung SyncMaster 400MX - 40" LCD flat panel display - widescreen - 720p - black
1	Samsung WMN-5770D - Mounting kit (wall mount) for flat panel - screen size: 40" - 63"
Production System Totals = \$387,151	
TEST SYSTEM	
Master Server: Clustering options available on request	
1	Dell PowerEdge R900, 2.67GHz Xeon Six Core, 4-Way Processor, 64GB Memory, 584 Total Storage

2	QLogic SANblade QLE2460 – Host bust adapter – PCI Express x4 low profile – 4Gb Fibre Channel – fiber optic
	3 Year ProSupport for IT 4HR 7x24 Onsite
1	MS Windows Server Enterprise Edition - Server License & Software Assurance (2 Years)
5	MS Windows Server - CAL & Software Assurance (2 Years)
5	Microsoft SQL Server Enterprise Edition 2008 CAL Runtime
5	Microsoft SQL Server Enterprise Edition 2008 CAL Runtime - EM (1 Year)
Consolidation Server: Clustering options available on request	
1	PowerEdge R710, 2.53GHz Xeon Quad Core, 1-Way Processor, 8GB Memory, 292 Total Storage
2	QLogic SANblade QLE2460 – Host bust adapter – PCI Express x4 low profile – 4Gb Fibre Channel – fiber optic
	3 Year ProSupport for IT 4HR 7x24 Onsite
1	MS Windows Server Enterprise Edition - Server License & Software Assurance (2 Years)
5	MS Windows Server - CAL & Software Assurance (2 Years)
1	Microsoft Office Standard Edition - License & software assurance - 1 user - Open Business - Win
Virtual Web Server: HA option available on request	
1	Client Provided Virtual Server Host (2 Core, 4GB Memory & 292GB Storage)
1	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)
5	MS Windows Server - CAL & Software Assurance (2 Years)
5	Microsoft SQL Server Enterprise Edition 2008 CAL Runtime
5	Microsoft SQL Server Enterprise Edition 2008 CAL Runtime - EM (1 Year)
Virtual ESS Server: HA option available on request	
1	Client Provided Virtual Server Host (1 Core, 4GB Memory & 292GB Storage)
1	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)
5	MS Windows Server - CAL & Software Assurance (2 Years)
Test System Totals = \$37,044	
DEVELOPMENT / TRAINING SYSTEM	
Development Server	
1	PowerEdge R710, 2.53GHz Xeon Quad Core, 2-Way Processor, 16GB Memory, 876 Total Storage
	3 Year ProSupport for IT 4HR 7x24 Onsite
1	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)
5	MS Windows Server - CAL & Software Assurance (2 Years)
1	Microsoft Office Standard Edition - License & software assurance - 1 user - Open Business - Win
5	Microsoft SQL Server Standard Edition 2008 CAL Runtime
5	Microsoft SQL Server Standard Edition 2008 CAL Runtime - EM (1 Year)
Training Server	
1	PowerEdge R710, 2.53GHz Xeon Quad Core, 2-Way Processor, 16GB Memory, 876 Total Storage
	3 Year ProSupport for IT 4HR 7x24 Onsite
1	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)
5	MS Windows Server - CAL & Software Assurance (2 Years)
1	Microsoft Office Standard Edition - License & software assurance - 1 user - Open Business - Win
35	Microsoft SQL Server Standard Edition 2008 CAL Runtime
35	Microsoft SQL Server Standard Edition 2008 CAL Runtime - EM (1 Year)
Virtual ESS Server (Development)	
1	Client Provided Virtual Server Host (1 Core, 4GB Memory & 292GB Storage)
1	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)
5	MS Windows Server - CAL & Software Assurance (2 Years)
Virtual ESS Server (Training)	
1	Client Provided Virtual Server Host (1 Core, 4GB Memory & 292GB Storage)
1	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)

5	MS Windows Server - CAL & Software Assurance (2 Years)
DataCaptor (Development)	
1	PowerEdge R710, 2.53GHz Xeon Quad Core, 1-Way Processor, 4GB Memory, 292 Total Storage
1	Capsule Technologie DTS 4-Port Medical grade
1	Device ID Module (No cable)
1	DataCaptor DIM Patch Cable 14 foot
	3 Year ProSupport for IT 4HR 7x24 Onsite
1	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)
5	MS Windows Server - CAL & Software Assurance (2 Years)
Development / Training System Totals = \$33,589	
eLink, Terminal Services/Citrix, SAN, System Rack	
eLink Server (Production)	
2	PowerEdge R710, 2.53GHz Xeon Quad Core, 2-Way Processor, 4GB Memory, 292 Total Storage
4	QLogic SANblade QLE2460 – Host bust adapter – PCI Express x4 low profile – 4Gb Fibre Channel – fiber optic
	3 Year ProSupport for IT 4HR 7x24 Onsite
2	MS Windows Server Enterprise Edition - Server License & Software Assurance (2 Years)
10	MS Windows Server - CAL & Software Assurance (2 Years)
1	Microsoft SQL Server 2008 Standard Edition Runtime Processor License(s)
1	Microsoft SQL Server 2008 Enterprise Edition Runtime Processor License(s)
2	MS Visual Studio 2008 Professional Edition - 1 user - Open Business - Win
eLink Server (Test)	
1	PowerEdge R710, 2.53GHz Xeon Quad Core, 1-Way Processor, 4GB Memory, 292 Total Storage
2	QLogic SANblade QLE2460 – Host bust adapter – PCI Express x4 low profile – 4Gb Fibre Channel – fiber optic
	3 Year ProSupport for IT 4HR 7x24 Onsite
1	MS Windows Server Enterprise Edition - Server License & Software Assurance (2 Years)
5	MS Windows Server - CAL & Software Assurance (2 Years)
5	Microsoft SQL Server Standard Edition 2008 CAL Runtime
5	Microsoft SQL Server Standard Edition 2008 CAL Runtime - EM (1 Year)
1	MS Visual Studio 2008 Professional Edition - 1 user - Open Business - Win
Virtual eLink Server (Development)	
1	Client Provided Virtual Server Host (1 Core, 4GB Memory & 876GB Storage)
1	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)
5	MS Windows Server - CAL & Software Assurance (2 Years)
5	Microsoft SQL Server Standard Edition 2008 CAL Runtime
5	Microsoft SQL Server Standard Edition 2008 CAL Runtime - EM (1 Year)
1	MS Visual Studio 2008 Professional Edition - 1 user - Open Business - Win
Terminal Services / Citrix Servers - 14 Production, 1 Test, 1 Development, 1 Training	
17	PowerEdge R610, 2.53GHz Xeon Quad Core, 2-Way Processor, 16GB Memory, 292 Total Storage
17	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)
85	MS Windows Server - CAL & Software Assurance (2 Years)
	<i>LAC/USC HealthCare to provide Remote Desktop/Terminal Services Licenses</i>
645	Citrix Presentation Server Platinum 4.5 Concurrent User w/ SA
1	Citrix Presentation Server 4.5 Media Kit
1	Citrix Support Agreement, Preferred 25 Program (up to 25 incidents per year) 1 Year Term
	3 Year ProSupport for IT 4HR 7x24 Onsite
	Citrix Servers configured for 600 logged in connections / 45 for training
Support Workstation	
1	Dell OptiPlex 760 - SFF - 1 x Core 2 Duo E8400 / 3GHz - RAM 2 GB - HDD 1 x 160 GB - DVDR - GMA4500 - Gigabit Ethernet - Vista Business / XP Pro downgrade

Rack Components	
2	Dell Rack (42U), Flat Panel Display w/ Integrated Keyboard & Mouse, Server Console Switch, Switch Cables, PDU(s)
Brocade Switches	
1	Brocade 2 x 40 Port, 8 G FC Switches, 3 Year 24x7x4 HW Warranty Uplift, 3 Year Software Maintenance
LAC Specified SAN Upgrade	
2	FC (4Gbps) host interface (4-port x 2CA) E4KM300/500
2	ETE4000 M500 Warranty Uplift, 14 Months, Enhanced Plus Level, 24x7x365 Phone Support (Sev1 - Live Transfer), 24x7x365 Onsite and Parts (Sev1 Resp. Time - 4 Hours), Incl. Holidays, Prepaid billing
2	BROCADE SFP, LWL, 4GB, 10KM, 1-PK
1	Special Installation/De-Installation Services Installation of the CAs and the SFP for the Brocade
1	Professional Services-ADVANCED COPY INSTALLATION SERVICE - LOCAL ET4000 M100
eLink, SAN, System Rack Totals = \$548,853	
SHIPPING AND INSTALLATION	
	Shipping = \$20,577
	Platform Solutions Integration = \$22,225
	Sales Tax = \$102,320
GRAND TOTAL	
	\$1,151,760

II. SYSTEM SOFTWARE MAINTENANCE:

A. September 1, 2010 through September 30, 2011

EMTEK - 150 ICU beds (includes all Software listed in Section II.A and II.B of Exhibit C)

DESCRIPTION	UNIT COST	QUANTITY (Months)	TOTAL COST
SYSTEM SOFTWARE MAINTENANCE	\$53,327	13	\$693,251
TOTAL			\$693,251

B. January 1, 2011 through August 31, 2015.

Eclipsys Upgrade Software and Maintenance Fee - 190 ICU beds (includes all Software listed in Section II.B of Exhibit C)

DESCRIPTION	UNIT COST	QUANTITY (Months)	TOTAL COST
ECLIPSYS UPGRADE SOFTWARE AND MAINTENANCE	\$63,427	56	\$3,551,912
TOTAL			\$3,551,912

III. ON-SITE SUPPORT PERSONNEL:

A. September 1, 2010 through September 30, 2011

EMTEK - 150 ICU beds (includes all Software listed in Section II.A and II.B of Exhibit C)

DESCRIPTION	UNIT COST	QUANTITY (Months)	COST
One (1) On-Site Personnel	\$29,547	13 Months	\$384,111
TOTAL			\$384,111

B. October 1, 2011 through March 31, 2012

Eclipsys Upgrade Software - 190 ICU beds (includes all Software listed in Section II.B of Exhibit C)

DESCRIPTION	UNIT COST	QUANTITY (Months)	COST
One (1) On-Site Personnel	\$14,750	6 Months	\$88,500 ^(a)
TOTAL			\$88,500 ^(a)

Contractor shall invoice County for On-Site Support Personnel on a monthly basis in arrears for support provided to COUNTY by such on-site support staff member (inclusive of Contractor's vacation, holiday, sick, and jury duty benefits afforded to Contractor's other staff). For purpose of this Section VI, reasonable jury duty shall be defined as up to ten (10) days per twelve (12) month period, unless otherwise agreed to, in writing, by County's Project Manager and Contractor's Project Manager. Furthermore, vacation, holiday, sick, jury duty and time off for training shall not under any circumstances impair the delivery and performance level of services contracted for in accordance with Exhibit A. All vacation and jury duty requests shall be subject to prior approval by County's Project Manager (which approval shall not be unreasonably withheld).

IV. REMOTE SUPPORT PERSONNEL:

September 1, 2010 through September 30, 2011

EMTEK - 150 ICU beds (includes all Software listed in Section II.A and II.B of Exhibit C)

DESCRIPTION	UNIT COST	QUANTITY (Months)	COST
Remote Support Personnel	\$10,569	13 Months	\$137,397
TOTAL			\$137,397

V. APPLICATION MONITORING SERVICES + REMOTE DBA FOR UPGRADE SOFTWARE:

September 1, 2011 through August 31, 2015

DESCRIPTION	UNIT COST	QUANTITY (Months)	COST
Application Monitoring Services + Remote DBA	\$7,917	48 Months	\$380,016
TOTAL			\$380,016

VI. THIRD PARTY FEES:

A. SOFTWARE LICENSE FEE

Item No.	Description	Cost
1.	Multi-Device Software ^(b) One time Perpetual License Fee (190 beds)	\$404,890
TOTAL		\$404,890

B. THIRD PARTY ANNUAL SUPPORT FEES

ITEM NO.	DESCRIPTION	UNIT COST	QUANTITY (Months)	COST
1.	Multi-Device Software ^(b)	\$7,239	56	\$405,384
2.	Multum ^(b)	\$3,300	56	\$184,800
TOTAL				\$590,184

VII. ADDITIONAL SERVICES:

A. IMPLEMENTATION SERVICES

DESCRIPTION	UNIT COST	QUANTITY (Months)	COST
Implementation Services 190 beds (Year 1)	\$25,558	12	\$306,696
Implementation Services 190 beds (Year 2)	\$27,091	12	\$325,092
Implementation Services 190 beds (Year 3)	\$28,716	12	\$344,592
TOTAL			\$976,380 (c)

B. INTEGRATION SERVICES

ITEM NO.	DESCRIPTION	COST
1.	ADT Interface	\$34,100
2.	Affinity Quantim System Integration	\$34,100
3.	Sunquest Laboratory System Interface	\$34,100
4.	Synapse Radiology System Interface	\$34,100
5.	PSCAS Pharmacy System Interface	\$34,100
6.	Third Party Devices	\$34,100
TOTAL		\$204,600 (c)

C. TRAINING

Sunrise Standalone Critical Care	Duration	Cost per Student	On-Site Fee	Estimated Number of Students	Total Cost per Course
WB100 Sunrise Critical Care for End Users	6 hours	\$850	N/A	6	\$5,100
WB105 Sunrise Critical Care Documentation for End Users	3 hours	\$300	N/A	6	\$1,800
WB107V50 Sunrise Worklist Manager and Task Viewer for End Users	3 hours	\$400	N/A	6	\$2,400
IL101 Sunrise Critical Care Configuration 1	4.5 Days	\$2,600	\$3,750	6	\$19,350
IL102 Sunrise Critical Care Configuration 2	4.5 Days	\$2,600	\$3,750	6	\$19,350
IL105 Sunrise Critical Care Documentation Configuration	3 Days	\$2,200	\$7,500	6	\$20,700
IL107 Sunrise Critical Care Worklists and Task Viewer	2 Days	\$1,400	\$7,500	6	\$15,900
IL110 Database Express Loading and Unloading	3 Days	\$2,100	\$7,500	4	\$15,900
IL111 Database Basics and Introduction to Report Writing	4.5 Days	\$2,600	\$7,500	4	\$17,900
IL112 System Administration	2 Days	\$1,500	\$3,750	4	\$9,750
IL113 XA Interfaces	2 days	\$1,700	\$3,750	4	\$10,550
IL.952 Sunrise eLink Developer	2days	\$1,500	\$7,500	4	\$13,500
TOTAL					\$152,200 (c)

VIII. **TRANSPORTATION CHARGES AND POOL DOLLARS:**

ITEM NO.	DESCRIPTION	COST
1.	Travel and Living Expenses (190 Beds)	\$207,828 ^(c)
2.	1681 Hours (at \$175/hr) Additional Professional Services (Pool dollars)	\$294,200
TOTAL		\$502,028

SUMMARY

Deliverables	Firm Fixed Price
System Implementation	
Deliverable 1.0 – Project Plan	\$62,482
Deliverable 2.0 – Equipment Delivery, Installation and Burn-in	\$575,880
Deliverable 3.0 – Equipment and Upgrade Software Installation Validation	\$575,880
Deliverable 4.0 – Implementation and Configuration of Upgrade Software	\$19,523
Deliverable 5.0 – Transition of Active Patients Data to Upgrade Software	\$19,526
Deliverable 6.0 – Implementation of Admission, Discharge, and Transfer (ADT) Interface to Upgrade Software	\$19,526
Deliverable 7.0 – Implementation of Interface between QuadraMed Quantim Modules and Upgrade Software	\$19,526
Deliverable 8.0 – Implementation of Interface between Third Party Devices and Upgrade Software	\$19,526
Deliverable 9.0 – Implementation of Interface between Sunquest Laboratory System and Upgrade Software	\$19,526
Deliverable 10.0 – Implementation of Interface between Synapse Radiology System and Upgrade Software	\$19,526
Deliverable 11.0 – Implementation of Interface between PSCAS Pharmacy System and Upgrade Software	\$19,526
Deliverable 12.0 – Successfully Complete System Acceptance Test	\$93,723
Maintenance and Operations Services (M/O)	
Deliverable 13.0 – Provide System Hardware and System Software Service and Support	\$693,251
Deliverable 14.0 – Provide Upgrade Software and Maintenance	\$3,551,912
Deliverable 15.0 – Remote Application Monitoring and DBA Services	\$380,016
Deliverable 16.0 – Contractor On-Site Support Person(s) [EMTEK]	\$384,111
Deliverable 17.0 – Optional Contractor On-Site Support Services for Upgrade Software	\$88,500
Deliverable 18.0 – Provide Remote Support Services Activities [EMTEK]	\$137,397
Deliverable 19.0 – Provision of Training Services	\$152,200
Deliverable 20.0 – Device Interfaces - Multi-Device License Fee	\$404,890
Deliverable 21.0 – Device Interfaces - Multi-Device Maintenance Fee	\$405,384
Deliverable 22.0 – Multum Database Fee	\$184,800
Deliverable 23.0 – Post Activation Holdback Distribution	\$868,570
Travel	\$207,828
Pool Dollars	\$294,200
Total	\$9,217,229

Note: (a) If optional six months on-site support is exercised
 (b) Third party software
 (c) Not to exceed